

No. 758

IN THE
UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT.

TRANSCRIPT OF RECORD.

THE PACIFIC STEAM WHALING COMPANY, CLAIM-
ANT OF THE STEAMSHIP "VALENCIA,"

Appellant,

vs.

JOHN T. GRISMORE, GEORGE C. GRISMORE, ISAAC
R. BIRT, FRANCIS M. WHITE, A. C. PORTER-
FIELD, RICHARD L. LEWIS, CHARLES SCOTT,
(WHOSE TRUE NAME IS CHARLES WELDON),
GEORGE SANDMANN, J. L. KIZSEE, FRANK J.
MURPHY, AND JAMES L. MORRIS,

Appellees.

VOL. II.

(Pages 289 to 588, inclusive.)

Appeal from the District Court of the United States
for the District of Washington,
Northern Division.

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Q. How often did that occur?

A. That occurred about once a day when they washed out.

Q. Was there any complaint made of it?

A. I didn't make any complaint.

Q. Did the officers know of it?

A. The first mate was the man that engineered the washing down.

Q. Now, how long, if at all, did you remain at Cape Nome after the arrival of the vessel before you got your baggage?

A. About four or five days.

Q. What were you doing during that time to provide yourself with covering, or had you any means to cover or shelter yourself?

A. I had my own blankets—they did not furnish any blankets on the boat, nothing but a pillow and mattress and I had my own blankets, but I had no tent. I went into another man's tent. He let me share his tent with him. But my tool-chest—my tools for earning money was delayed four or five days—I am not sure whether it was four or five.

Q. If you had that tool-chest could you have obtained work?

A. I would have got fifteen dollars a day.

Q. And you were kept four days out of the use of the tool-chest?

A. Yes.

Q. What else did you have on board the vessel that you were kept out of the use of for a day or more?

A. Nothing but my tool-chest. My freight came on the "Zealandia."

Q. State as near as you can now what you suffered and how you suffered because of the nondelivery of your baggage and your chest of tools.

A. I did not suffer with the cold at all. I had to pay for my meals, seventy-five cents a meal. As for the "Zealandia" freight, we did not get that in the meantime.

Q. Was there anything on board the "Valencia"?

A. No, sir; it was not the "Valencia" that had anything to do with that.

Q. Well, don't say anything about the "Zealandia" at all.

A. I had no inconvenience, because I was lucky enough to have a friend there that had a tent and I had my blankets and I did not suffer.

Q. What means had you provided for victualing yourself or provisioning yourself when you reached Nome?

A. Nothing at all. I got my freight from the "Zealandia."

Q. Did you say anything to the captain or the officers about your baggage and your tool-chest being kept?

A. Yes. I went every day, once or twice a day, and tried to get my tool-chest.

Q. What was said to you?

A. They said it would be in—they didn't know.

Q. Was the vessel there in the harbor then?

A. No, I think they went to Golofnin Bay or some other port in the meantime.

Cross-Examination.

Q. (By Mr. GORHAM.) Of whom did you buy your ticket?

A. I bought it of a man on Market street; I don't know his name. It was a branch office. I can't tell the number. It was below the Chronicle Building or the Examiner Building; they moved from one side of the street to the other after I bought my ticket—they moved across Market street and they were two or three blocks this side of the Palace Hotel.

Q. You don't know the name of the man?

A. No, sir.

Q. It was a ticket broker's office?

A. Yes, sir. I don't know whether it was a ticket broker's office or not.

Q. You don't know that it was not.

A. I don't know as it was not. It said "Tickets for Nome on the 'Valencia,'" on the sign.

Q. That was all it said was it?

A. Yes, sir, it said other vessels.

Q. Operated by other companies?

A. I don't know how that was.

Q. You know the Pacific Steam Whaling Company was not operating any other vessel from San Francisco except this?

A. I heard afterwards that they had a main office down below that—I did not know but that that was the proper office to buy tickets when I bought it. I didn't know that it was a scalper's office and I don't know that it is yet.

Q. It may not have been a scalper's office—a scalper is selling under the current rate—it might have been a broker's office—a broker is in a legitimate business—did you pay him the money? A. Yes, sir, I did.

Q. Now, what was the exact language he used to you when you purchased your ticket?

A. He told me that I would be on the same deck with the first-class passengers; I would eat at the second table instead of the first, and the difference in the berths would be that I had a standee—berth, which would be fixed up very nice with mattress and pillow, and I would just as leave go that way as to go first-class.

Q. The usual song-and-dance of the ticket broker?

A. Just about the same song-and-dance as we got all around.

Q. Now, when did you go to the company's office down on California street?

A. When he told me he would give me a first-class berth in the center part of the ship, the best berth that there was to be had, he said would be five or seven, and I think I was the seventh man that had paid my money in full and we were to have the best berths or choice of the berths. I went there several times to get my birth.

Q. To the main office?

A. No, sir, to the same office. He put me off from time to time and told me to come in again to get my berth assigned to my ticket, which he had not marked down at the time I purchased my ticket, and finally he said, "I can't give you a berth; you will have to go down to the main office."

Q. And you went down to the main office?

A. I went down to the main office.

Q. How long was that before you sailed?

A. That was about three days, I should judge.

Q. And did you learn there that you were going down between decks? A. No, sir.

Q. What did you learn there?

A. I learned that I got berth No. 55, just as good a berth as there was left.

Q. As was left? A. Yes, sir.

Q. Did you know where it was located?

A. I did not. I asked them where it was located and they said about the middle of the ship, as near the middle of the ship as there was left, and it was about the middle of the ship—it was down next to the cook-stove.

Q. Were you shown a diagram of the ship?

A. No, sir.

Q. Were you told that it was on the main deck?

A. I was not told at the company's office that it was on the main deck—no, sir.

Q. Did you inquire?

A. No, sir, I don't know that I did.

Q. Did you tell the main office what the broker had told you?

A. I told the main office that the broker had promised me a good berth.

Q. A good berth? A. Yes, sir.

Q. What else did you tell the main office that the broker had said?

A. I don't know that I told him anything else.

Q. You got a good berth, didn't you?

A. I got a very poor berth; one of the worst berths in that ship.

Q. You mean as to location?

A. Location and convenience; I got a berth where the old, rotten meat and potatoes and everything was shoved into a pan and set right in front of my berth. I protested to the steward, and I said that I couldn't stand it and he said, "We have no other place to put it and we have got to leave it there."

Q. Did you go to the captain?

A. No, sir. The steward was the man that ran that department.

Q. The captain was running the ship, wasn't he?

A. I suppose so.

Q. You didn't go to the captain, the man that was running the ship?

A. I protested to the captain on one occasion.

Q. How?

A. I protested to the captain on one occasion.

Q. What occasion was that?

A. When we got rotten meat, I asked him to come down and see the meat.

Q. When was that?

A. That was when we were going through the ice, between Dutch Harbor and Nome.

Q. That was the first time you had complained to the captain?

A. Only by this petition, if I signed this petition.

Q. Between San Francisco and Seattle?

A. Between San Francisco and Seattle.

Q. You may have complained then, and the next time was when you were going into Dutch Harbor?

A. When we were coming from Dutch Harbor to Nome.

Q. How many times did you complain on that part of the voyage?

A. Only once. He sent us to the purser and we took the purser down there, and I took the pan of meat and held it up to the purser and told him to smell it, and he said that was good enough and he went back upstairs. We asked him to taste it but he wouldn't taste it.

Q. Now, when did you first learn where your berth was actually located?

A. About two or three days, I think, before the ship sailed—no, when I learned where my berth was located was when I took my baggage and went on the ship.

Q. Before it sailed? A. Yes, sir.

Q. What protest did you make then, if any, and to whom?

A. I don't know whether it was to the mate or someone I went to. I said, "Is this the place you're going to put second-class passengers"? I said, "That is the steerage." He said, "That is the place; your berth is down there, and that is the number of your berth."

Q. Then what did you do? A. I went down there.

Q. You accepted it?

A. I accepted it. I went down and took the berth.

Q. You did not go back to the office?

A. I didn't have time.

Q. You were still alive? A. Yes.

Q. You had all the time between then and now to go back to the office.

A. I expect probably if I wanted to lose my trip.

Q. I am not speaking about what you wanted to do but you said you didn't have time.

A. Before the boat sailed.

Q. How long after you found out where you were located did the boat sail?

A. I don't know exactly probably—

Q. Half a day?

A. No, I went on the boat and we sailed at eleven and it was advertised to sail at eleven, and I think it was fifteen or twenty minutes after eleven—they were only fifteen or twenty minutes from sailing and I only got there not a half an hour before that.

Q. Why didn't you get there sooner and find out where your berth was located?

A. I had plenty of business to attend to.

Q. But this was a part of your business.

A. I had business that had to be attended to that was more urgent.

Q. More important to you? A. More urgent.

Q. You would rather let this go than the other?

A. I supposed that I was dealing with a company that was not trying to obtain something under false pretenses, that was what I supposed.

Q. You haven't shown that the company made any pretense to you; you have shown that a broker made

some pretenses, but you have not shown that there was any statement made to you in the main office.

A. I know the company took my money just the same.

Q. They took your money? A. Yes.

Q. For what they gave you?

A. For what they gave me.

Q. Did you hear the captain say that he would give a reward to any passenger who would expose any member of the crew who sold food? A. I did not.

Q. Do you know of the captain having stated that?

A. No, sir, I don't; I never heard of it until yesterday.

Q. You never heard of that fact until yesterday?

A. I never did.

Q. Never heard it discussed amongst the passengers?

A. No, sir.

Q. Did you circulate among the passengers on that voyage freely?

A. Yes, sir; I was around as much as any of them.

Q. Are you deaf?

A. No I am a little hard of hearing, but not deaf—I can hear you plainly.

Q. Did you read the libel before you signed it?

A. No, sir.

Q. Did you read it? A. Yes, I read it.

Q. You read where it stated in the fourth paragraph that this vessel wrongfully detained your freight and baggage upon the arrival at Nome for a space of ten days or more?

A. I don't remember that it said ten days; it didn't do it ten days.

Q. That statement in that libel, so far as your baggage is concerned, is untrue?

A. Yes, sir—it was only about five days.

Q. And you are not sure that it was five?

A. Four or five.

Q. Do you know Mr. Birt?

A. Mr. Birt was the lame man, I believe.

Q. Did you know him on the voyage? A. Yes.

Q. Were you in his party?

A. We were in the same department.

Q. How near was his berth to you?

A. I should judge about forty or fifty feet.

Q. Did you ever see him lying in his berth?

A. Yes.

Q. Did he have blankets over him?

A. I don't remember; I saw him in his berth, but it seems that he was lying on the blankets when I saw him.

Q. There were blankets there?

A. I expect there was; I could not swear to it—he was lying in his berth.

Q. Did you see him go ashore?

A. No, I didn't see him go ashore.

Q. Did you see him after he got ashore?

A. Yes.

Q. How near were you camped to where he was camped?

A. I don't know exactly where he was camped; I saw him on the street.

Q. And did you have any materials for housing yourself in your baggage? A. Not on that vessel.

Q. No provisions for the support and maintenance of yourself—you had none on that vessel?

A. I didn't have any provisions only my tools.

Q. I mean provisions; I don't mean implements of labor; you did not carry an outfit to maintain yourself physically? A. No, sir.

Q. You were not compelled to sleep in the open air upon your arrival at Nome? A. No, sir.

Q. And you were not thereby exposed to the fog and dampness and the inclemency of the weather?

A. No, sir, not at night.

(Testimony of witness closed.)

Further proceedings adjourned to November 1st, 1900.

LIBELANTS' TESTIMONY IN PORTERFIELD vs.
"VALENCIA."

November 1st, 1900.

All parties present as at former hearing.

A. C. PORTERFIELD, produced as a witness in behalf of libelant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. CARROLL.) Your name is—

A. Arthur C. Porterfield.

Q. You are one of the libelants in this case?

A. Yes, sir.

Q. Were you on the steamship "Valencia" on her voyage from San Francisco to Cape Nome between the 26th of May and the 17th of June last? A. Yes.

Q. Did you buy a ticket for that voyage?

A. Yes, sir.

Q. What did you pay for your ticket?

A. Seventy-five dollars.

Q. What class? A. Second class.

Q. Did you have any baggage or freight on that vessel on that voyage? A. Yes, sir, both.

Q. When did you go on board the vessel?

A. On the 26th of May, on the morning of the 26th.

Q. Did the vessel leave San Francisco that day?

A. Yes, sir about half an hour after I went on board.

Q. Was there any talk between you and the person who sold you that ticket for that voyage?

A. Yes, sir.

Q. State what was that conversation.

Mr. GORHAM.—Ask him who the person was.

Q. Was that person you talked with concerning your passage the person you bought your ticket from?

A. Yes.

Q. And paid your money to? A. Yes.

Q. Now, state what that conversation was.

Q. (By Mr. GORHAM.) What relation did this person have to the company running the steamer?

A. I suppose he was their agent.

Q. I am asking you what relation he had.

A. I don't know. He ran an office there and sold tickets.

Q. Whereabouts?

A. In the Examiner Building.

Q. On Market street, San Francisco? A. Yes.

Q. He sold tickets for different steamers?

A. I believe so, I suppose he did. He sold tickets on the "Valencia," I know.

Q. You didn't see the words "Pacific Steam Whaling Company," you didn't see the sign of the Pacific Steam Whaling Company there?

A. I would not be positive. I know now that it was not the head office of the Pacific Steam Whaling Company.

Q. You don't know that it was the office of the Pacific Steam Whaling Company of your own personal knowledge?

Q. (By Mr. CARROLL.) Now, state what that conversation was.

A. Well, I asked him about the accommodations, and he said the only difference would be in the sleeping, because he said we would not have first-class cabins, but he said the eating was just the same—that we had the same table as the others did—as the first-class-passengers did—that was about all there was about it. He said the accommodations were good.

Q. Now, do you know of any complaint in the form of a petition having been presented to the captain between the vessel's leaving San Francisco and her arrival here on that trip?

A. I know there was such a petition.

Q. Did you sign it? A. No, sir, I did not.

Q. Do you know the cause of complaint in that petition?

Mr. GORHAM.—Objected to as irrelevant, immaterial, incompetent, as this witness states that he did not sign it.

A. All I knew about the petition was that there was talk of it, and during all the time they were getting this petition up—the petition was being circulated, I was on deck, and of course it was not circulated up there; it was only circulated in the lower part.

Q. Now, if you know the cause that produced that complaint, that caused these passengers to present that petition, you may state—do you know the cause?

A. Of course I know the cause.

Q. Now, state what it was.

Mr. GORHAM.—We make the same objection.

A. It was the insufficiency and inferior quality of the food, of course.

Q. Now, Mr. Porterfield, did you fare at the same table or did you partake of the same food and victuals that were furnished to what was called the second-class passengers? A. No, sir.

Q. Where did you get your meals?

A. What do you mean?

Q. During that voyage.

A. The majority of my meals I took in my bunk.

Q. Were you sick?

A. I was sick a part of the time, but that was not the reason I took my meals in my bunk.

Q. Were those the meals that were served to the second-class passengers or steerage, as they have been called? A. That I took in my bunk?

Q. Yes. A. No, sir.

Q. Did you pay extra for those meals?

A. Whenever I got anything extra I did—I had some truck with me and I also bought stuff of the cooks and bakers.

Q. Were you down in what was called the steerage?

A. Yes.

Q. That was where those people that have complained in this action and the other actions against this steamship were confined—that is, among their apartments?

A. Yes.

Q. Did you observe the condition of those apartments or that apartment? A. Yes, sir.

Q. Now, state what you saw.

A. Well, in our apartment there was between three and four hundred people—three hundred, anyway.

Q. What apartment was that?

A. It was section B, I believe they called it. It was the second apartment from the forward part of the ship.

Q. Was that called the steerage?

A. Yes, sir, all down below was called the steerage.

Q. That was where you had your bunk and where you slept? A. Yes, sir.

Q. Go on and state the condition of things as you saw them.

A. Well, it was terribly overcrowded and it was not kept nearly as clean as it might have been. I made complaint a couple of times myself about our alleys, as we called them—we called them the alleys, and of course there was a good many people sick and they would

throw up, and some had their own private pails to throw up in, and every ten or fifteen feet there would be a wooden box, but not for every section, and the result was that it was very dirty a good deal of the time, and the air was so bad that, as I say, I spent all the time I could up on deck, and would try and get a sleep in the smoking-room, but it was crowded already before I thought of that. It was occupied every night, and some of them slept out on deck.

Q. What provisions, if any, were made for ventilation and light in the steerage department?

A. Well, all the light they had was incandescent light, and they had some electric fans down there.

Q. Were those fans going at all times?

A. No, sir, not all the time.

Q. About what part of the time were they in operation?

A. Well, they were going, I suppose, the majority of the time. I know the fan that was nearest to me, and whenever it was stopped if I was down there I would go and start it myself or have someone else start it.

Q. What was the condition as to air down below, as you call it, in the steerage place, while any of those fans were stopped?

A. Well, you could not stand it while they were stopped at all. I woke up several nights when it was stopped, and I think that was what woke me was the condition of the air. There was people that had their bunks right near the fan and it would make the air pretty strong for them, and I suppose likely that they

turned it off. There was a thumb-screw there, or whatever you might call it, to turn it off, and I suppose likely they turned it off, do you see, at night.

Q. What have you to say as to the manner in which your victuals were served—that is, to how it was served to the passengers generally in that department?

Mr. GORHAM.—Objected to as irrelevant, immaterial, incompetent. This gentleman is suing in his own behalf for damages which he claims he sustained, and we want to know whether he sustained any damages, and not what the passengers generally sustained.

A. It was just brought down in dish pans and thrown on the table and everybody helped themselves.

Q. Now, if there was any moving cause that compelled you to take your meals as you did, state what they were.

A. Well, there was nothing on the table all the way up that I could eat except potatoes and bread occasionally. We didn't have bread more than one-third of the time.

Q. Now, if you can, state the amount or sum that you expended for your meals during that voyage.

A. I don't know; I didn't keep any account of it at all. I know I used to be—I had four jars of jam that I brought from home and I used them up—I used up all the stuff that I took along, and I bought some canned chicken and bread and pies and such things as that.

Q. Now, estimating your own food or material that you consumed during that voyage in addition to the act-

ual money expended, how much did that trip cost you over and above the seventy-five dollars for food?

A. Well, I don't know. The two days that we laid here I ate ashore all the time, and when we were in Dutch Harbor, in Alaska, two days I ate ashore there all the time.

Q. Now, you can answer, Mr. Porterfield, my question.

A. Probably in the neighborhood of ten dollars.

Q. (By Mr. GORHAM.) That includes your meals in Seattle for the two days and your meals at Dutch Harbor for two days?

A. I didn't keep track of it; this is just a rough estimate.

Q. You are including those in that ten dollars?

A. Yes, sir.

Q. (By Mr. CARROLL.) What was the conduct of the crew, or any of the crew, the officers or any of the officers, as to their treatment of any passenger or passengers of the steerage, that came under your observation?

Mr. GORHAM.—Objected to as irrelevant, immaterial, incompetent, and not addressed to the issues of this cause. If the witness is asked as to the conduct of the officers towards him, we will withdraw the objection; otherwise we insist upon our objection.

A. Well, I don't know of any of the passengers being mistreated in any other way except they didn't get what they ought to have got; that's all. I don't know of anybody being licked, or anything like that.

Q. Now, how often did you see the officers visiting the steerage department?

A. Well, from San Francisco to here they were down there every day at eleven o'clock, but after they left here they were not down so frequently.

Q. What officers was it you saw down there every day between San Francisco and Seattle?

A. The captain and purser and steward.

Q. What officers was it you saw down there after you left Seattle and before you reached Nome?

A. Well, sometimes the steward would come down there alone and sometimes the steward and the captain would be down there, and sometimes the purser and the captain would be down there together.

Q. How often between Seattle and Nome were those visits of the purser and the captain or the steward, or either of them?

A. Well, I know there were several days I didn't see any of them there. And between here and Dutch Harbor I was in my bunk about all the time, because I was sick all the time. I was sick the greater portion of the way—that is, I was feeling bad, and so I stayed right in my bunk most of the time. After we left Dutch Harbor the purser was not seen for a couple of days—it was reported—

Mr. GORHAM.—We object to his stating any report unless he knows it of his own personal knowledge.

A. (Continuing.) I have no personal knowledge, only I know he was not seen for several days.

Q. (By Mr. CARROLL.) And there was considerable talk of his absence?

A. Yes, it was remarked.

Q. On the way from Seattle to Nome the "Valencia" endeavored to give relief to some vessels, didn't she?

A. Yes.

Q. What vessel was that?

A. The "Rosecrans."

Q. Where did that occur?

A. Well, it was in what is called the Yukon Mud Flats, I believe—right off the mouth of the Yukon.

Q. What did the "Valencia" try to do with that vessel?

A. Well, she was going to make an attempt to pull her off.

Q. Did she make an attempt? A. Yes.

Q. How long did she delay in her efforts to succor this vessel?

Mr. GORHAM.—Objected to as irrelevant, immaterial, incompetent, and there being no charge in this libel for damages resulting from any deviation of the voyage, and furthermore, if the vessel did attempt to succor the "Rosecrans" in distress, it was proper for her to do so and her duty to do so, and was a meritorious action on the part of the officers and crew.

A. Well, there was a delay there several hours; I don't know how long.

Q. She finally left without taking the "Rosecrans" with her? A. Yes.

Q. When did you arrive in Nome?

A. The 17th of June.

Q. What was the condition of the weather as to being a fog or a mist during the time from the time you left the "Rosecrans" until you arrived in Nome?

A. Well, I don't think we had any mist or rain until the evening we got into Nome.

Q. Was there any delay owing to the ice floes?

A. Yes, sir, the captain—well, we laid in the ice, I guess, for two or three days; finally we followed another vessel through the ice.

Q. Did the vessel furnish her passengers breakfast on the morning that they landed them? A. No, sir.

Q. When was your baggage put ashore?

A. Well, we got our baggage, I think, the second day.

Q. When was your freight put ashore?

A. Well, it was about eight or ten days.

Q. What did you pay for that freight—charge, I mean?

A. Well, my brother and I had our freight shipped together and the freight was sixty-odd dollars; I don't remember the exact amount.

Q. You paid that to the "Valencia"?

A. Yes, sir; there was a little over a ton and a half.

Q. Of what was that freight composed?

Mr. GORHAM.—We object to his testifying as to this shipment of that part of the freight belonging to the man who is not a libelant in this case against this vessel. If he confines his answer to his own freight we will have no objection.

A. Well, it consisted of machinery and provisions.

Q. This provisions and machinery were to be used by yourself and brother at Nome? A. Yes, sir.

Q. Now, what loss or injury or damage was occasioned to you by the nondelivery of that freight?

Mr. GORHAM.—Objected to as leading.

A. Well, of course we had to buy our provisions for that length of time at Nome prices, and our tent poles were shipped as freight, and so we had to buy new tent poles, and we delayed there waiting for stuff that length of time.

Q. What expenses were you put to because of that delay in landing your freight and delivering it to you?

Mr. GORHAM.—Objected to as irrelevant. immaterial, incompetent, and not the proper measure of damage.

A. Well, I could not hardly say as to the amount.

Q. Mr. Porterfield, you are here now to tell the Court what loss, if any, you sustained, and you will have to tell the Court, or else the Court cannot decide whether you are entitled to anything or not.

A. Well, it will be a matter of—a matter of eating alone—say a matter of three dollars a day.

Q. How many days?

A. Eight or ten days—say eight days, and I had to buy tent poles; that was a matter of three dollars or something like that—two or three dollars, and then the time, whatever that is, I could not tell. I could not tell as to what I might have made for the eight or ten days.

Q. Did you have any opportunities for operating that machinery during those eight or ten days?

A. We had the same opportunity everyone else had in rocking on the beach.

Q. What was that opportunity?

A. Rocking on the beach.

Q. Could you have obtained any work for yourself and machinery had you had that machinery there during the ten days?

A. Yes, sir; as I say, we could have worked on the beach, and if we had our provisions we could have gone anywhere we wanted to and worked and prospected.

Q. What expense or loss was incurred to you by that failure to deliver this freight and machinery?

A. Well, I say it would be probably twenty-five dollars in cash that I was out, to say nothing of my time.

Q. What were men's time worth there, those that were employed at that time?

Mr. GORHAM.—Employed at what?

Q. (By Mr. CARROLL.) Employed in operating machinery such as you had?

A. Well, the wages was all the way from five to ten dollars a day, and they were paying as high as a dollar and a half an hour when I first went there, but I could not be positive as to that.

Q. Can you tell the Court what you could have made had you have had that machinery?

A. No, sir; of course I could not tell what I could have made with it. I could have made several dollars a day no doubt.

Q. Was there any part of that machinery or baggage lost?
A. No, sir.

Q. Now, tell what inconvenience or suffering or misery was produced to you by the nondelivery of this freight, I mean what exposure, if any, you had to meet by the want of your freight.

Mr. GORHAM.—Objected to as leading.

A. We did not meet with any exposure or anything of that kind because we went and fixed ourselves.

Q. You were not subject to the elements or the weather?

A. No, sir. I know a good many of them that did lay out, but we did not. If we hadn't had any money though we would have suffered, I suppose.

Q. What did you pay during that time for the accommodations which you secured?

A. Well, as I said before, probably twenty-five dollars.

Q. Now, what have you to say in regard to the condition of the closets where the people in the steerage had to go?

A. Well, they were bad.

Q. What was the condition of the decks where the horses were stalled?

A. Well, they were what you can imagine from being in a place of that kind, in a barn; they were cleaned out every morning and I believe every evening.

Q. Now, at those different cleanings what occurred as to inconvenience, if any, to the passengers down in the steerage?

A. Well, sometimes some of the water would run down in the hold where you went down; that is about the only inconvenience I got except the noise.

Q. Do you know whether that was complained of?

A. Yes, sir, several times.

Cross-Examination.

Q. (By Mr. GORHAM.))Was there a coaming around that hatch? A. Yes, sir.

Q. How did the water run down?

A. Well, when they were washing out.

Q. Splashed down?

A. Yes, sir, sometimes they would turn the full hose down.

Q. That was clean water when they done that.

A. Yes, sir; well the water splashed off the deck.

Q. That was clean?

A. No, sir, some of it was and some wasn't. The dirty splashes as well as clean water you know.

Q. Sometimes clean water would splash down there?

A. Yes.

Q. This person you bought your ticket of at San Francisco was a ticket broker, was he not?

A. No, sir; he was not a ticket broker.

Q. He had the tickets of several steamship companies to sell, didn't he?

A. Well, I think he did; yes. I think he represented several different companies, but he was not what you would term a ticket broker.

Q. I don't mean a scalper.

A. He was not a scalper.

Q. A legitimate broker handling those steamship companies' tickets?

A. Yes. He sold the same tickets that they sold in the main office. After I got my ticket I was in the main office.

Q. You went to the main office afterwards?

A. Yes, sir.

Q. Did you make any complaint to the main office about your ticket?

A. No, I didn't know anything about it. I didn't have any complaint to make.

Q. When did you first go on board the ship?

A. Just a few minutes before she sailed.

Q. Did you at any time complain to the Captain of the lack of food? A. No, sir, I did not.

Q. Did you at any time complain to the captain of the lack of comforts and the inconvenience?

A. No, sir.

Q. Or complain to the captain in reference to anything connected with the food?

A. I did not. I knew of lots of them that did and it didn't do any good, and I thought there was no use of my doing anything of the kind.

Q. Were you seasick between San Francisco and Seattle? A. Very little.

Q. I don't mean enough to reuch, but enough to say that you were seasick.

A. Yes, sir; I was seasick.

Q. Were you seasick between Seattle and Nome?

A. Not to say seasick. I was not well at all—I was not sick enough to throw up.

Q. But you were under the weather? A. Yes.

Q. And that arose from the sea voyage?

A. No, sir, I don't think it did, because we had a very pleasant trip.

Q. I want to know whether you were seasick.

A. No, sir, I think it was from the smell of the stuff there, because whenever they brought the Mulligan stew down there it made me sick; that was what I laid it to.

Q. Did they refuse to feed you while you were at Seattle on board the ship.

A. No, sir.

Q. Did they refuse to feed you while you were at Dutch Harbor on board the ship?

A. No; sir.

Q. Or in Alaska?

A. No, sir. Whenever we could get a chance to eat ashore we were glad to do it in order to get something to eat.

Q. Did you hear the captain state that he would reward any person who would expose any member of the crew selling food?

A. No, sir.

Q. Do you know of his having said that?

A. I heard of his saying that he would give five dollars to any man that would bring the man to him that sold food.

Q. Did you buy food after that?

A. Yes, sir.

Q. Did you expose that member of the crew—was it a member of the crew you bought food of?

A. It was in the kitchen or messroom, one of the cooks or pantry boys.

Q. Did you expose him to the Captain?

A. No, sir.

Q. When you arrived at Nome you say that your freight was not delivered to you for eight days—how often did you go after your freight?

A. Every day.

Q. Where did you go?

A. Down to the waterfront—along the waterfront we could see when the steamers would come in. They had an office or a big tent there belonging to the steam Whaling Company and I knew the young man that had charge of the freight very well.

Q. What was his name?

A. I saw him on the street yesterday—they called him “Jack”; I don’t know his name. I was going to have a talk with him yesterday, but he was under the weather and I didn’t see him since.

Q. Did you suffer any mental pain on this voyage?

A. No, sir—mental pain—that is not physical pain, is it—well, I might say I did; yes.

Q. What did it consist of?

A. Well, I don’t know hardly how to express it, but I was very—I felt bad a good many times to be in the position I was.

Q. You had no materials for housing yourself among your baggage except your tent poles?

A. We happened to have our tents as baggage but not the tent poles—they were in the freight.

Q. You had no housing materials in the freight except the tent poles?

A. That was all.

Q. And you replaced those at the expense of three dollars?

A. Yes, sir.

Q. Did you read this libel of yours?

A. No, sir, I didn't read it all.

Q. You signed it? A. Yes.

Q. And you swore to it, you verified it as true under oath? A. Yes.

Q. How do you know it was true unless you read it all—you took it for granted?

A. I took it for granted.

Q. Then when the libel states that you were wrongfully detained of your baggage for the space of ten days or more, that is not true, is it, as it was only eight days?

A. It was eight or ten days, I don't remember exactly; it was in that neighborhood. The vessel laid there for three or four days and then went to Golofnin Bay, and then laid there awhile again, and then went to York and came back a few days after that.

Q. And when it says that you libelants had freight on board on which you paid the sum of ten dollars, that is not true?

A. My freight bill was thirty-odd dollars, my own individual bill.

Q. That is your portion of it?

A. Yes, sir.

Q. And when it says the baggage was not delivered and was detained from you for the space of ten days or more, that is not true, is it?

A. No, sir, I got my baggage on the second day.

Q. And when it says you were unable to get accommodations and were compelled to sleep in the open air by reason of the failure to deliver the freight and baggage, that is not true?

A. I did not sleep in the open air.

Q. And when it says that you were exposed to fog and dampness and the inclemency thereof by reason of the failure to deliver this freight and baggage, that is not true?

A. No, sir.

Q. And consequently, there being no exposure, it did not produce any sickness, great bodily pain and hardship to you, did it?

A. No, sir.

Q. Did you put up a cost bond in this case?

A. No, sir.

Q. Are you suing in forma pauperis in this case?

A. I don't know.

Q. Did you take an affidavit that you were unable to procure bonds?

A. No, sir.

Q. You did not make any such affidavit?

A. No, sir.

Q. Are you able to procure bonds?

A. No, sir.

Q. For the payment of the costs in this case?

A. No, sir.

Q. Are you without property?

A. Yes, sir.

Q. Or other means of furnishing a bond?

A. Yes, sir.

Q. What is your business, Mr. Porterfield?

A. At present, you might say that I have no business. I have been taking orders for a cutlery firm here.

Q. What has been your business heretofore?

A. Well, various different things. I worked at photography some and mining some.

Q. Have you been to sea before?

A. Yes.

Q. On the ocean?

A. Well, I have been up from here to San Diego several times.

Q. What interest have you got in the outcome of this case—do you know how much you sue for?

A. Five hundred dollars, I understand.

Q. What interest have you got in the decree in the sum of five hundred dollars in this case if it is given in your favor?

A. I suppose the interest anybody else would have suing for a certain amount.

Q. Well, that is not an answer—I want to know what interest you have in the case.

Mr. CARROLL.—Objected to as irrelevant and immaterial.

A. Well, that is the only interest is what I can get out of it, I suppose, like anybody else.

Q. And whatever decree is rendered in this case would be yours? A. I suppose it would.

Q. I am asking you what the fact would be.

A. Yes, sir, it would.

Q. You have no contract with your counsel?

A. No, sir, I have not.

Q. No understanding? A. No, sir.

Q. You signed no written complaint to the master on this voyage? A. No, sir.

Q. I show you Claimant's Exhibit No. 1, and I will ask you if that is your signature "J. K. Porterfield."

A. No, sir. My signature is there on that paper, though.

Q. That A. C. Porterfield on this paper is your handwriting? A. Yes, sir.

Q. You signed that paper? A. Yes, sir.

Q. You signed it voluntarily?

A. No, sir, I was asked to.

Q. You did not sign it under duress?

A. I did not read it and I do not know what it says to this day.

Q. You know the purport of it?

A. He said, "It is a testimonial to the captain," it was got up after we had been aground there with the "Rosencrans."

Q. Testimonial to the captain? A. Yes, sir.

Q. And you were feeling good?

A. You bet I was.

Q. You testified in the Grismore case No. 1766 that you signed that paper? A. Yes, sir.

Q. You were a witness in that case?

A. Yes, sir.

Q. And you testified upon cross-examination by myself that the reason that you signed that paper was because you were feeling good and on account of the manner in which you had been treated by the officers of that vessel.

Mr. CARROLL.—Objected to as irrelevant, immaterial, and incompetent.

A. No, sir, I don't think so, I don't think I did.

Mr. CARROLL.—The attention of the witness should be called to his former testimony we object to this.

A. (Continuing.) The reason that I signed that was I thought the captain an able navigator.

Q. (By Mr. GORHAM.) Whatever statements you made at the time you were on the witness stand in the Grismore case were correct, were they not, whatever that statement was was correct, as we haven't got the evidence here.

A. I don't think I told anything but the truth, not if I knew it.

Q. And whatever that statement was at that time it was what you believed to be the fact?

A. Yes, sir.

Redirect Examination.

Q. (By Mr. CARROLL.) The passengers got up this recommendation to the captain after he had brought them out of what they thought was considerable danger, was it? A. Yes.

Q. What was that danger, so far as you know?

Mr. GORHAM.—Objected to as irrelevant, immaterial, and incompetent, and this witness is not competent to testify.

A. Well, the captain thought it was a good deal of danger.

Q. Did he say so?

A. Yes, sir—he didn't say them exact words.

Q. What did he say?

A. Well, he said after we got off, he said, "I am damned glad to get out of that scrape," and he hollered to the captain and he said, "Uncle Sam you can go"—I think he said to "hell." He said, "I have got seven hundred people on board here and I can't do anything more for you."

Q. And that danger that he talked about was produced by his efforts to rescue the "Rosecrans?"

A. Yes, sir.

Q. Regarding that statement of yours as to your signing in forma pauperis affidavit I wish to refresh your memory, did you not sign such a statement?

A. I don't remember—I signed several papers and I don't know.

Recross-Examination.

Q. (By Mr. GORHAM.) You considered that it was meritorious action on the part of Captain Lane to first attempt to succor that vessel, and then when he found it was dangerous at that time, that it was good judgment on his part to desist, didn't you?

A. Yes, the only trouble with the captain was he didn't go at it in the right way as I thought. He appeared to get too close to the vessel and took too many chances instead of passing a line in a small boat.

Q. No harm resulted from the chances he took?

A. No, sir; only the bad feeling it caused for a while.

Q. You didn't think he went about it right?

A. No.

Q. (By Mr. CARROLL.) Your vessel was aground though? A. Yes.

(Testimony of witness closed.)

RICHARD L. LEWIS, produced as a witness in behalf of libelant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. CARROLL.) You are one of the libelants in this cause? A. Yes, sir.

Q. Were you on the steamship "Valencia" on her voyage from San Francisco to Cape Nome between the 26th day of May and the 17th day of June last?

A. Yes, sir.

Q. Did you buy a ticket for that voyage?

A. Yes, sir.

Q. What did you pay for it?

A. Seventy-five dollars.

Q. Did you have any baggage or freight on board?

A. We had two hundred and fifty pounds of baggage apiece, my partner and I, that made five hundred pounds.

Q. Did you have any other freight?

A. No, sir; that was all.

Q. When did you go on board the vessel?

A. I went on board on the morning she sailed the 26th of May.

Q. Where did you buy your ticket?

A. At the main office, California street.

Q. Did you have any conversation with any person in that main office, and especially the person from whom you bought your ticket, relating to your passage during that trip as to the accommodations, victuals, and so on?

A. I went and asked him and he told me—I told him I wanted to go to get a ticket for Cape Nome, I wanted to get steerage, and he said, "We haven't any steerage or first-class but we have second-class cabin tickets at seventy-five dollars."

Q. What else did he say to you, if anything?

A. He said that the second-class cabin would be just the same as the first cabin; he said, "You will eat at the same table as the first cabin." That the grub would be

just the same, that there might be a few little dainty dishes that the first cabin would have.

Q. What accommodations did you find when you went on board the vessel?

A. When I went—on the morning I went on the upper deck I could not—well they would not let us down to see where we slept. I wanted to find out where the place was to put some things in there, but they would not let us down in Section B and I had to come off, and I went off the wharf and went on again just before she sailed. I went down and I was put down in the steerage what should have been the steerage, what they called the second cabin at the office.

Q. What place did you have to sleep there, what kind of a place?

A. Well, I had a little bunk down there in the steerage, that was all there was about it, and it was not cleaned out I suppose, and it actually stunk down there from the filth and stuff that was running down there.

Q. Now, what was the condition of the food when it was served to you?

A. Well, the food that came on there, the meat—there is no use in talking, it was rotten—it had a terrible smell when they brought it on the table and there was very little bread we had, and what there was was so that we couldn't eat it at all, it was very heavy.

Q. Now, how was the supply of water?

A. Well, there was not half of the time we could get water.

Q. Fresh water, I mean?

A. Fresh water; yes, sir; and we never had fresh

water to wash with at all; it was always salt water to wash with.

Q. How often was the water dealt out to the passengers in that department?

A. I think it was twice a day.

Q. What time of day?

A. I think it was in the morning and after five o'clock in the evening until six, I think those were the hours.

Q. State if you know the condition of the closets in that department.

A. They were bad, there was only three or four could use them at the time; and we had to wait for fifteen or twenty minutes—they were lined up fifteen or twenty ahead of you and sometimes fifty; and they were not kept clean—they were very filthy and dirty.

Q. Did you want for water at any time on the voyage?

A. Yes, sir; there was lots of times that I had to wait until I could get the water.

Q. How long did you have to wait?

A. I suppose I would wait two or three hours sometimes when I wanted water.

Q. Did you have plenty of the food?

A. I didn't eat but very little of the food at all; I could not eat it. Lots of times I would sit down to the table and lots of times I had to get up and get out of there.

Q. Why did you have to get up and get out of there?

A. Because of the smell of the rotten meat that was brought down there and the rice and other things that was brought there was not half cooked, and other things were not properly cooked.

Q. Did you see how it was handled at any time before it was served, up at the steam-cooking apparatus?

A. Well, it was all thrown into big pots and kettles and cooked by steam and it was all thrown in together in a big boiler.

Q. Did you see how it was handled when it was taken out of that, before it was served to the passengers?

A. Well, it was put in big dishpans and sent down to them and thrown down to them that way, and then everybody helped themselves to it after it came down there.

Q. Do you know where the horses were stalled on that vessel during that voyage? A. Yes, sir.

Q. Where?

A. They were up in the forward part.

Q. How near were they to where their victuals were cooked?

A. Some of them were right alongside of the kitchen, some of them on the upper deck, and sometimes the hair and stuff, if there was any wind blowing at all, would be bound to go right in the kitchen, and there was always a smell there.

Q. How often, if at all, would you see the officers down there in the steerage?

A. Well, I didn't see them down there but two or three times.

Q. During that whole voyage? A. Yes, sir.

Q. What officers did you see there?

A. I remember seeing—I saw the first officer and I don't remember whether I saw the captain there or not, but I saw the head steward down there.

Q. Do you know of any complaints being made to the captain or steward or other officers regarding the food and the condition of the steerage?

A. I know there was complaints made every day to the captain.

Q. What efforts, if any, were made to remedy the conditions complained of?

A. They wanted them to go down there and look at things and see how things were.

Q. What did he do—what did he say?

A. I am not prepared to say that.

Q. What did he do towards relieving you of the cause of complaint?

A. He never done nothing at all—there was nothing done in regard to that.

Q. When did you leave the vessel—where did you leave the vessel? A. I left the vessel at Cape Nome.

Q. What day?

A. I think it was the 17th of June.

Q. When did you receive your baggage?

A. It was something over a week after I landed before I got my baggage—I am not prepared to state how many days it was.

Q. Now, state what, if any, inconvenience you were put to—what you suffered, if you suffered any, by reason of the nondelivery of that baggage.

A. Well, I had to pay a dollar a meal anyway, and sometimes I paid one dollar and a half a meal for my grub. I suppose I was out about twenty-five dollars for grub during that time, and a friend of ours furnished us with

an old canvas that we would crawl under at night, and that was all the shelter we had. We had no tent or anything of the kind at all—it was in our baggage.

Q. Did you have tents and conveniences for sleeping in the baggage?

A. Yes, sir, I had tents and things in there to sleep on.

Q. Did the nondelivery of that baggage prevent you from obtaining employment or work?

A. Well, if I had my baggage I could have gone right to work—I would have gone up the beach and gone to work.

Q. What could you have earned during the days you were without your baggage?

A. Well, that is hard to state. I know at the time I got ready to go up there all the places that were making any money were taken up. I suppose they made from one to five dollars a day.

Q. Now, what other inconvenience or expense were you put to by the nondelivery of your baggage? State fully what you suffered, what inconvenience and expense and annoyances you were occasioned by the nondelivery of your baggage at the time the vessel arrived in port?

A. The grub that I bought in San Francisco and Seattle and everything?

Q. No, on your arrival at Nome.

A. I could not have been out less than thirty dollars.

Q. Did you buy victuals on the voyage?

A. Yes, sir.

Q. Why did you buy victuals during the voyage?

A. Because I could not eat the grub that was served to us on the boat.

Q. What did you pay for victuals during the voyage?

A. Well, I must have been out, eating at Dutch Harbor and eating here, I must have been out ten dollars, stuff that I bought—and I bought stuff of the cook, too.

Q. What did you pay for that?

A. Well, that was—I put that in there.

Q. With the ten dollars? A. Yes, sir.

Cross-Examination.

Q. (By Mr. GORHAM.) How many days did you board ashore at Seattle?

A. I think she was here two days and I boarded all the time she was here.

Q. Did they refuse to give you meals on the vessel while she was here? A. No, sir.

Q. How many days did you board at Dutch Harbor?

A. All the time.

Q. How many days, two days? A. Two days.

Q. Did they refuse to give you meals on board the ship? A. No, sir.

Q. So those four days that you boarded yourself ashore, or the board of those four days, and what you paid the cooks on board the ship while under way, cost you ten dollars altogether? A. Yes, sir.

Q. Now, did you ever make any personal complaint to the captain? A. No, sir.

Q. Did you hear the captain offer to reward any person who would expose any member of the crew selling food?

A. No, sir, I didn't hear him state that, but I heard of it.

Q. You knew that to be a fact that he made that offer of reward to any person who would expose any member of the crew selling food? A. I understood so.

Q. Did you buy any food after that?

A. Yes, sir.

Q. After you knew that he had offered that reward for anyone that would tell him of anyone selling food?

A. Yes, sir.

Q. Did you expose any such person selling you food?

A. No, sir, because I didn't see them.

Q. I mean the person you bought the food of.

A. No, sir, I would go to the window and say I wanted to get a pie or such a thing as that and would put the money in there and take the pie.

Q. You did not make any effort to see them?

A. No, sir, I didn't see them at all.

Q. You did not make any effort to see them?

A. I was there, but he kept out of the way—he was back at his work.

Q. Did you make any effort to see him I ask you?

A. I looked at the window, but I didn't see.

Q. Could you have found him if you wanted to?

A. If I wanted to, if I went to the trouble, I could have.

Q. You never made any complaint about anything at all to the captain on that voyage? A. No, sir.

Q. Did you personally hear anybody else make any complaint to the captain? A. Yes, sir.

Q. How many times?

A. Twice that I know of.

Q. You heard complaints made twice?

A. Yes, sir.

Q. And that is the extent and substance of the complaints, so far as you know personally?

A. So far as I know personally.

Q. Were you seasick on that voyage from San Francisco to Seattle? A. No, sir.

Q. Were you seasick on the voyage from Seattle to Nome? A. No, sir.

Q. When did you seek to get the delivery of your baggage at Nome?

A. Every day—I was on the beach all the time.

Q. Who did you go to and ask for it?

A. To the general agent on shore there.

Q. Every day?

A. Yes, sir, I was watching and waiting for it.

Q. What was his name?

A. I don't remember his name and then I paid extra for my baggage too. It was not checked in San Francisco on account of I had less than five minutes when I got up there, and I could not get in there anyway, but I had to pay a little extra for it.

Q. That was your own fault?

A. I don't know whether it was my own fault; they were not supposed to take it in there until later in the day. I waited all day in San Francisco to get a check.

Q. Why didn't you stay with it?

A. Because I had business up town; and we could not wait—I left my partner up town.

Q. Then you had business that you thought of more importance than that? A. No, sir.

Q. Then why didn't you stay and see that it was checked?

A. Because we thought it would be there when we came back, we were not gone more than ten minutes and during the time we were gone they took it on board.

Q. You were not exposed to the fog and dampness at Nome?

A. Well, I was exposed, yes; for several nights I was out very late watching for my freight to come in.

Q. Then outside of that, you were not exposed by reason of the nondelivery of this baggage?

A. No, sir, because I happened to get in under a canvas.

Q. And consequently there was no exposure produced and no sickness or bodily pain or suffering?

A. I was exposed to the damp sand; we had to sleep under a canvas and it caused rheumatism in my right leg—I had rheumatism all the time I was there.

Q. How many days was it before you got your baggage? A. Something over a week.

Q. It was not ten days or more?

A. No, sir, it could not have been more.

Q. Was it ten days? A. I hardly think it was.

Q. You hadn't any freight? A. No, sir.

Q. On the "Valencia"? A. No, sir.

Q. And you had not any material for housing yourself in your freight, having no freight?

A. I did in my baggage.

Q. That was a tent? A. Yes, sir.

Q. There were stores were there not at Nome?

A. Yes, sir.

Q. General merchandise stores at the time when you landed there? A. Yes, sir.

Q. You could have purchased canned foods and tents and blankets and other materials?

A. No, sir because I didn't have the money.

Q. You could have if you had the money?

A. If I had the money I could have.

Q. You bought your ticket in the main office in San Francisco?

A. I bought my ticket in the main office in San Francisco.

Q. Was it the company's main office?

A. It was 110 California street.

Q. Of whom did you buy your ticket?

A. I don't remember the man's name.

Q. Did you sign your ticket at the time you bought it?

A. I think so.

Q. Did he sign it as a witness?

A. I think so.

Q. And that man told you that you would eat at the first-class table?

A. He said that we would eat at the first table after the first cabin would get through eating.

Q. You are positive of that? A. Yes, sir.

Q. But he did exempt the little knick-knacks and extras?

A. Yes, sir, he said there would be a few little knick-knacks that we would not get.

Q. Do you know whether you signed the resolutions to the captain or not? A. No, sir.

Q. Did you complain to the captain of your failure to get water? A. No, sir.

Q. (By Mr. CARROLL.) Why didn't you make a complaint?

A. Well, I didn't like to bother the captain. He seemed to have all he wanted to attend to without my bothering him.

Q. Do you know whether complaint had been made?

Mr. GORHAM.—Objected to as irrelevant, immaterial, and incompetent.

A. I know that complaint had been made, yes, sir.

Q. Did he do anything to remedy those complaints?

A. I am not prepared to say whether he did or not.

(Testimony of witness closed.)

CLAIMANT'S TESTIMONY.

F. E. THYNG, called as a witness in behalf of libellant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. CARROLL.) Are you acquainted with Mr. Porterfield?

A. Well, I met him on the steamer, that is all.

Q. Did you meet Mr. Lewis on the steamer?

A. Yes, sir.

Q. Were you from San Francisco to Cape Nome on the steamship "Valencia" between May the 26th and June the 17th last? A. I was,

Q. They were passengers with you?

A. They were; they were on the boat.

Q. Did you occupy this department known as the steerage department?

A. I occupied a place similar to it, only it was in the other end of the ship. I sailed as second class, and after the taking up of the tickets they gave us a check which said "steerage" on it. They took up our second-class ticket and gave us a steerage ticket afterwards.

Q. Did you buy a ticket? A. Yes, sir.

Q. What did you pay for it?

A. Seventy-five dollars.

Q. You bought a second-class ticket?

A. Yes, sir.

Q. And you say they took this ticket up and gave you a steerage ticket for it?

A. They gave us a red check which said "Steerage" on it.

Q. What was the condition of that steerage department?

Mr. GORHAM.—Objected to as irrelevant, immaterial, incompetent, for the reason that this witness said he occupied some quarters at the other end of the ship.

Q. Were you in the quarters occupied by Mr. Porterfield and Mr. Lews at any time?

A. Yes, sir, several times.

Q. Now, at the times which you were there what was the condition of that department?

A. Well, it was what I would call pretty rotten. The whole steerage department was rotten, and they had a

drunken crew and a drunken set of waiters and flunkies—a lot of toughs. They were prize fighters and sluggers, that is what they were; they were working their passage up to Nome for nothing or for transportation; that was the kind of help they had on the boat; they were not going to do any work if they could help it.

Q. What was the condition of the closets during that voyage?

A. I could not explain to you; it was filthy from top to bottom, and it was ridiculous to put any man, black or white, to put any man in such quarters and not try to keep them clean.

Q. Were the victuals which you ate properly served—or how were they cooked, the victuals that were served to Porterfield and Lewis in their department?

A. It all came out of the same pot and all from the same stable.

Q. What was the character of that food when it was served?

A. The biggest portion of it would be good if it had been properly cooked; the rice would be raw and the potatoes would be raw and the meat stunk and it was green. One man to my personal knowledge had a basin of Mulligan stew and he took it up to Captain Lane and showed it to him—I know that—I saw it.

Q. Did you hear the captain say anything?

A. Yes, I did.

Q. What did he say?

A. He said—the man said to him, “Captain Lane, you ought to—your company is trying to make the men

buy food—you know they can't eat this stuff down there," and Captain Lane said, "Who are they buying food from?" and he said, "Who—they are buying it of the messroom and they are buying it from the cooks and from the waiters," and Captain Lane went down between decks and made a "four flush" talk, and said, "Show me the man that is selling food on this ship and I will make him a fit subject for the hospital"; and I went on buying grub right along. Any time I wanted it I bought it; I could not stand the grub, and I have been in mining camps all my life, and I was two years and seven months in the Federal army in the sixties, and we had very tough stuff then, but nothing like what I saw in the "Valencia"—I could eat that in the army.

Q. What was the condition of the steerage department as to light and air?

A. Bad; they had no light only what came through the hatchway that went down from the hatch or ladderway that was all the light they had.

Q. Did you have any talk with the persons who sold you your ticket regarding your accommodations?

A. I did.

Mr. GORHAM.—We object for the reason that this is not the libelant and it is immaterial what was said at the time he purchased his ticket.

Q. State what was said.

A. He said it was second class, and I said, "Where does the second-class passengers eat," and he said they would eat in the first cabin—like that—I presumed that they would go in there after the first cabin passengers

had their meals and would be served, but I did not expect to get first-class treatment on a second-class ticket by a great deal. I could not get a first-class ticket on the ship, they were all sold when I went down to the office.

Q. You did not expect to get the treatment you did get, did you?

A. No, sir, I expected to be treated nearly as well as they treated the horses, that is all.

Cross-Examination.

Q. (By Mr. GORHAM.) Where did you buy your ticket?

A. No. 30 California street, the Steam Pacific Whaling Company's Office.

Q. The main office?

A. Yes, sir, the home office.

Q. And after this four flush talk of the captain's, as you call it, you continued to buy food?

A. Yes, every day.

Q. And you did not expose the persons who sold the food to you?

A. No, sir, and I would be a fool—I would go hungry.

Q. I am not asking you that, I say, did you expose the persons who sold the food to you?

A. No, sir, and I would not, either; I was not the only one that was hungry and that bought food.

Q. What interest have you got in this case?

A. None at all.

Q. Do you expect to bring a similar case?

A. I don't know but what I might.

(Testimony of witness closed.)

Monday, October 15, 1900.

Continuation of proceedings pursuant to adjournment.

All parties present as at former hearing.

JAMES SHANNON, called as a witness in behalf of the claimant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. GORHAM.) What is your name, Doctor?

A. James Shannon.

Q. Where do you reside? A. Seattle.

Q. What is your business?

A. Physician and surgeon.

Q. Are you a duly licensed physician and surgeon under the laws of the State of Washington?

A. I am.

Mr. CARROLL.—We will admit all that as to the Doctor's qualifications.

Q. (By Mr. GORHAM.) Of how many years' standing?

A. Since 1887 I started in practice here.

Q. That is when you first started practice here or anywhere?

A. No, sir, I was in the hospital in '87 before my general practice.

Q. Of what medical college are you a graduate?

A. California University.

Q. You were waited upon by Judge P. P. Carroll and the libelants, Mr. Birt and Mr. White, in this case, and myself, on Saturday at your offices? A. I was.

Q. For the purpose of making a physical examination of Mr. Birt and Mr. White? A. Yes, sir.

Q. I will ask you if you made that examination?

A. I did.

Q. Now state what you did in reference to an examination of Mr. Birt, and what the result of that examination was, who made it with you, and who was present, and state fully what took place at the time you made the examination.

A. Do you wish me to begin—I asked them for the history—do you wish me to give the history that he gave me?

Q. Yes, I would like to have you state just what you drew your conclusions from, and state the facts from which you drew your conclusions, and what the conclusions are.

A. He stated that in Dawson, as near as I can recollect, in Dawson he had a fracture of the hip—femur; he was laid up for a number of months in Dawson; he got up with good use of his limbs; he came down and he canvassed in Sacramento, California—he did canvassing and could get around very well; he started for Nome on the steamer “Valencia”; he received bad food and improper food which caused diarrhoea. He was put off at Nome without any bed or bedding or tent or stove I think he stated, and as the result of that he got inflammatory rheumatism; his limbs became swollen, and as the result of that he stated that he had a dislocation of the limb. Dr. Wotherspoon was present at this examination—

Q. Representing Mr. Birt?

A. I don't know who he was representing. Dr. Wotherspoon was with me at the time of the examination. We stripped him and measured the length of his limb from the anterior spinous process of the ilium to the internal malleolus, down here, and I didn't find but very little shortening. Of course, you could not tell exactly, it might have been quarter of an inch or a half inch, but I could not find any shortening, although he said he had. Then I examined him from the duperosity of the great trocantur on the side down there (illustrating), and I could not make out anything abnormal in the length; it was about the same length, the two limbs, and I examined the circumference around the thigh; and the size seemed to be about the same, and around the knee also; it seemed to be the same as the other limb. I tried it for dislocation, and I could not find any dislocation of the limb.

Q. What do you find to be his present condition?

A. Well, he seems to be suffering from rheumatism.

Q. Now, given a person who went to Nome and was on the beach exposed to the elements with a fractured hip, that he had had previously, would such exposure produce inflammatory rheumatism?

A. Well, the exposure might produce it—would produce rheumatism—exposure of any kind would produce rheumatism, yes, sir.

Q. What do you mean by exposure of any kind; what exposure is necessary to produce that rheumatism, exposure to the air on a sea voyage?

A. Well, to the elements.

Q. Now, what would be the effect upon Mr. Birt's physical condition in contracting inflammatory rheumatism?

A. What effect would it have on the constitution?

Q. On his system first; you can found it upon his system—not on some one's else, but on his condition with a fractured hip.

A. Well, with a person who has a fracture, any change of the weather always settles in the weak part; if a person has a fracture, rheumatism always settles in that part, no matter where the fracture is, it is more inclined to settle where it is weak.

Q. Did you find him walking with canes?

A. Yes, sir, he was walking with canes.

Q. With two canes? A. Yes, sir.

Q. And was it apparent from the condition of his injured limb, or the injured side, that he had not been using that limb and it had thereby become weak and flabby?

A. Well, I could not make out from the size of the limb, from the measurements it seemed to be as large in the measurement. Of course, I might have made a mistake in the place which we measured it, but as far as the measurement it seems of the same size as near as we could get at it, myself and Dr. Wotherspoon.

Q. Well, would you say from his present condition that it is such that he is incapacitated from work that he had been in the habit of following for a livelihood?

A. Well, I should say that he was to a certain extent incapacitated.

Q. Would you say that that incapacity was permanent?

A. Well, I think that incapacity will gradually get better in time, but whether it will all leave him or not I could not say.

Q. Now, does the incapacity consist solely of the inflammatory rheumatism or the inflammatory rheumatism together with the fracture of the hip?

A. I think that it is with the fracture of the hip and the rheumatism both combined.

Q. Did you find from your questions to him and his answers relative to the history of the case that he had had dysentery?

A. He stated that he had dysentery. On questioning him, I asked him if he had any blood in the stools, and he said he did not know whether he did or not, but I would call it inflammatory diarrhoea from what I could get out of him, from his statements; he had some fever with it and a griping and a number of movements a day, which would be what I would call inflammatory diarrhoea.

Q. What is the difference between inflammatory diarrhoea and dysentery?

A. Well, in dysentery there is blood and mucous and a great bearing down with the stools and parts of the inside of the mucous membrane of the gut would come away with it and it is from the lower bowel.

Q. And what is the relative effect upon the system of inflammatory diarrhoea and dysentery, which is the more severe and leaves the system most impaired?

A. Well, dysentery causes an organic lesion in the bowels, as a part of the mucous membrane comes away and the blood with it and the bowel, as a rule, is not as healthy afterwards. Inflammatory diarrhoea is simply the effort of nature to get rid of what goes into the stomach that is impure and causes gas, and it is the intense effort of nature to throw that off, and if it continues for a long time it will produce a lesion too and become chronic.

Q. Assuming that Mr. Birt went north on the "Valencia," and was some twenty-one or twenty-two days on the voyage and was subject to close quarters and uncooked food and stale meat as he has testified, and at the termination of the voyage left the ship, went on shore where pure food and wholesome food could be secured and where medicine could be secured, would he upon leaving that ship be in a condition from which he could not recover within a reasonable time?

A. It depends upon how sick he was on the ship.

Q. From his history of the case as stated to you by him?

A. Well, I think on proper treatment and proper food after he went on shore, and proper hygienic surroundings he would get better.

Q. How long, ordinarily, would it take for him to recover so that he would be about the same as before he started on the voyage, I mean would it be a year or two years, or a month or what period of time?

A. I should think if he was going to get better from it that he had ought to have been better in a month's

time at least; this is only approximately, I can't say exactly on this question.

Q. I will ask you if you stated your conclusions to Dr. Wotherspoon? A. I did.

Q. Did Dr. Wotherspoon agree with you?

A. He did.

Q. And these are the conclusions which you have testified to here? A. Yes, sir.

Q. In reference to Mr. F. M. White, state what examination you made of him and what the result of that examination was and your conclusions.

A. Mr. White stated that he went up on the same vessel; that owing to bad food, improper food, he got a diarrhoea just the same as Mr. Birt—he got a diarrhoea; and he also contracted a bad cold which stuck to him and he did not get rid of it and has it yet. At that time he said that he brought up some blood from his lungs—this is his own statement. On examination I found his temperature normal, pulse normal, no dullness on percussion of the lungs; vascular breathing normal; no rales; in fact I saw no evidence except the cough, he had a cough—it seemed to me to be just local in his throat. I could not find any rales in his lungs or anything.

Q. Did you make your examination with the aid of an instrument? A. I did.

Q. Would you say that Mr. White was incapacitated at the present time from earning a livelihood as laboring man or otherwise, from the examination which you made? A. I would not.

Q. What would you say in reference to it?

A. I would say that I could not find any trouble—anything wrong—he seemed to be all right.

Q. About how much did he weigh?

A. I should say he weighs about one hundred and eighty pounds.

Q. How large a man was he?

A. About five foot eight or nine.

Q. In normal condition for a man of that height and weight, physically?

A. Yes, sir, he is a little fleshy—I didn't measure him and I am only giving my idea of his weight—I didn't measure him or weigh him.

Q. Did he make any statement to you in giving you his history, as to what the doctor or druggist did or said or what he said to the doctor or druggist, and what the doctor or druggist said to him in reference to his hemorrhage?

A. He stated that he thought it was a hemorrhage, but some doctor said it was not a hemorrhage.

Q. The doctor to whom he went for treatment?

A. Yes, sir—I don't know what doctor—but he stated himself that he thought it was a hemorrhage.

Q. You are positive both yourself and Doctor Wotherspoon, from your examination of Mr. Birt, concluded that he was suffering from no dislocation of the hip?

A. I could not find any dislocation of the hip.

Q. What would be the cause of the foot flaring out?

A. Well, that may be due to the fracture—that may be due to the fracture combined with the rheumatism. As a rule, in a dislocation the toe turns in in nearly all

cases except only one position, which is very rare, and that is when it is thrown in in place of out. If his hip is thrown out any place down here (illustrating) it goes this way (showing) and the hip sticks out. If it is thrown out up here at the hip bone here you can see that it would be turned that way (showing) but you could feel it in there, but the head of the bone is in the socket.

Mr. BIRT.—How do you explain that it turns that way (showing).

A. From the fracture, that is the natural position from the fracture.

Mr. BIRT.—Well, it always has since I have been to Nome.

A. That is the natural position of the fracture.

Mr. BIRT.—When I left the hospital they had me between two hundred and fifty pound sand bags and when I came out of the hospital it was perfectly straight.

A. We could not find the head of the bone out of the socket.

Q. (By Mr. GORHAM.) Assuming a person in Mr. Birt's condition after having suffered the accident he did at Dawson and being in the hospital there and then going to Nome and exposing himself to the elements and contracting rheumatism which resulted in severe pain, would such pain bring about or cause the dislocation?

A. I don't think so; pain does not cause a dislocation.

Cross-Examination.

Q. (By Mr. CARROLL.) Doctor, from the history as told you of their voyage from San Francisco to Nome in the case of Mr. Birt and Mr. White, what effect if any, concluding your opinions from what they told you, which I suppose is in substance what they have testified to, what effect, if any, would it have on the stomach and bowels and general life of this man?

A. From what they told me it would impair their health very much, that kind of treatment; if the foods were impure it set up a diarrhoea and a weakness and it would impair their health.

Q. Men receiving that treatment as to food and accommodation and sleeping and so on, surrounded as they were and the descriptions they told you as they alleged in their testimony, and surrounded by vomit from overcrowded passengers and sick, down between deck; would that necessarily impair their strength and their ability to labor upon being landed at Nome?

A. It would.

Q. Now, if these men were really sick and suffering as they have testified to, judging from what they told you, and you are giving your opinion simply from what they told you, how long, in your opinion, would it be under favorable treatment, before they could perform manual labor?

A. Well, now that is a pretty hard question to answer. It depends on the severity of the diarrhoea. If that diarrhoea kept up for a month why they could not

work for a month—a man can't work with the diarrhoea. If it stopped when they got on shore for a little while and got better and he got strong, he might be well and working in a week. It depends altogether on the severity of the complaint.

Q. Now would diarrhoea or dysentery or stomach trouble, brought about from the treatment they have stated to you, be the cause of much physical pain?

A. Yes, sir, it would cause pain, but not much. Inflammatory diarrhoea would not cause very much pain. It would cause a griping and a stress to the abdomen and a lot of inconvenience. If it was dysentery or bloody discharge, then it would cause a good deal of pain.

Q. (By Mr. GORHAM.) Did you find any evidence of Mr. White having suffered dysentery?

A. No, sir, he seems to have suffered from diarrhoea, but he said there was not any blood.

(Testimony of witness closed.)

*United States District Court, District of Washington,
Northern Division.*

JOHN T. GRISMORE and GEORGE C.

GRISMORE,

Libelant,

vs.

No. 1,766.

THE STEAMSHIP "VALENCIA," etc.,

Respondent.

Deposition of M. T. McKenna.

Be it remembered, that pursuant to the stipulation hereunto annexed, and on the thirtieth day of September, A. D. 1900, at the Puget Sound Naval Station, Port Orchard, Kitsap county, State of Washington, before me N. W. Bolster, a notary public in and for the State of Washington, duly appointed and commissioned to administer oaths, etc., personally appeared M. T. McKenna, a witness produced on behalf of the respondent in the above-entitled action, now pending in the said court, who being by me first duly sworn, was then and there examined and interrogated by W. H. Gorham, Esq., of proctors for the said respondent, and by P. P. Carroll, Esq., of proctors for the said libelant and testifies as follows:

Mr. CARROLL.—It is stipulated between the parties to this case that the testimony of M. T. McKenna, a wit-

ness in behalf of the claimants, may be taken at the Puget Sound Naval Station, Kitsap county, Washington, on this thirtieth day of September, A. D. 1900, before N. W. Bolster, a notary public in and for the State of Washington, residing at Seattle, and upon oral examination by both parties, that the same may be offered at the trial of the case in behalf of the claimant the same as though taken before A. C. Bowman, the United States commissioner, to whom the case is referred, at Seattle, Washington, upon a legal day, and it is further stipulated by and between the parties hereto that the signature of the witness to his said testimony is hereby expressly waived, and it shall be considered of the same force and effect as if signed by the said witness.

M. T. McKENNA, a witness produced in behalf of the claimant in the above-entitled cause, being by me first duly sworn, testifies as follows:

Q. (By Mr. GORHAM.) State your full name, Mr. McKenna. A. M. T. McKenna.

Q. What is your occupation at present?

A. Second officer of the United States ship "Wisconsin."

Q. How long have you followed the sea?

A. Since 1876.

Q. In what capacities?

A. In all lines, as seaman and officer; from seaman to my first officer rank.

Q. What license do you carry now?

A. A master's license.

Q. What character of vessel?

A. Steam passenger vessel.

Q. Sea-going? A. Sea-going.

Q. What tonnage? A. 2,500 tons.

Q. I will ask you if the principal part of your seafaring life has been upon the deep sea?

A. All; entirely.

Q. In what branches of trade?

A. The passenger trade. The first four years were in sailing freight vessels. Since 1879 I have been in the Pacific Mail employ—the Pacific Mail and Pacific Coast employ on steamers, passenger entirely.

Q. Were you a member of the crew of the steamship “Valencia,” owned by the Pacific Whaling Company, which left San Francisco about May the 26th bound for Cape Nome, Alaska, by way of Seattle? A. Yes.

Q. In what capacity? A. First officer.

Q. Now, as regards the equipment, supplies, provisions and manning of the steamship “Valencia” for that voyage, I will ask you to state what it was prior to her departure from 'Frisco on that voyage; whether she was sufficiently and thoroughly equipped, manned, supplied and victualed, or not.

A. Well, as for equipment, I passed inspection; I had the ship inspected and I brought forth all my equipments, which was necessary to be done on a regular United States inspection. Well, between the 18th and 20th of that particular May, she was inspected last May by the United States inspector to his entire satisfaction, even to life preservers. I had an excess of seventy life preservers that I put away—boats and all the general

equipment of a ship, fire appliances and everything, was entirely complete.

Q. Was she or not equipped with the accommodations for her passengers as provided by law, to the limit of the number of the passengers allowed by law?

A. She was entirely equipped for all the passengers on the boat.

Mr. CARROLL.—I object to that as irrelevant, immaterial, incompetent, and asked that the answer be stricken.

Q. Now, as to her provisions, was she properly victualed for the number of passengers that he was permitted to carry on that voyage?

A. Yes, sir, we were victualed for that voyage; in fact we were victualed for two months for the number of passengers we had on board; that is not perishable provisions; not fresh beef or anything of the kind, that is not considered, but good wholesome food and canned goods, etc.; we were supplied to make two trips on that line so as not to refit to any great extent in Seattle.

Q. Now, as to the manning; was she sufficiently manned in all departments for the voyage she was about to undertake, considering the number of passengers she had?

A. She was entirely.

Q. That includes the steward's department?

A. The steward's department as well as the deck department.

Q. How was she supplied as to fresh water for the passengers?

A. We had six week's supply at a gallon per day per

head; horses and all. That is a gallon per day per man and I forget what was my calculation for the horses but I think it was five gallons for the horses per day per head.

Q. Did you have a distilling apparatus on board?

A. We did and we used it.

Q. Was it in use so that you could make fresh water constantly?

A. We made it right there for washing purposes. We used distilled water and of course we used it for drinking purposes also.

Q. I will ask you as regards the conduct of the officers and crew of the steamship "Valencia" upon that voyage in respect to the discharge of their duties generally, how was it?

A. Well, they were highly commended by the passengers on several occasions if I remember right; they got up petitions and testimonials and one thing and another, very flattering towards the officers as far as I understand.

Q. What is the custom at sea in relation to the inspection of the quarters upon a passenger ship?

A. The custom at sea is that the captain shall visit all—each department of the vessel once a day. In the event of thick weather or where his absence would incur danger to the vessel and lives, etc., why the steward and the doctor and the purser does the rounds, and the first officer and the captain runs the deck. Should the captain be placed so that he could not do the inspection in fair weather, why the first officer and the steward and

the purser and the surgeon, if there is any, does the inspection.

Q. What inspection, if any, was made, on the steamship "Valencia" on the voyage from San Francisco to Nome?

A. When the captain did not go around, the purser and the steward made that inspection at eleven o'clock every day.

Q. Now, what was the result of the inspection?

A. Well, there was several times there was complaints filed about the various parts that had not been properly attended to and they were attended to at once; such as cleanliness, if there was a sick person and they had not been moved out and the room fixed, it was done.

Q. The object of the inspection was to see that the quarters were all clean?

A. That is the principal object of the inspection to see that the quarters are kept clean.

Q. Were those inspections carried out on board the ship?

A. They were carried out at eleven o'clock every day.

Q. I will ask you as to complaints which you have a personal knowledge of coming from the passengers, either the cabin passengers or other passengers on board the ship, if the matters and things complained of were or were not remedied upon the reception of such complaint.

A. They were always attended to; always looked into; even trifling matters among the passengers themselves. We went down—I went down—Captain Lane

and I went down and settled disputes—we did not have any trouble on the ship because we gave the people to understand that all adjustments would be made by us and not by them personally.

Q. You stated there was sufficient wholesome food on board the ship for that voyage for the number of passengers allowed by law to be carried on her; I will ask you in what manner this food was served to the passengers as regards cleanliness or uncleanness.

A. It was served up in a very cleanly manner. Of course, the cooking apparatus was on deck and it had to be passed below; that was all there was about it, and you could not have a cooking place right where the passengers were fed on account of the heat. That was very well carried out and there was ample help to attend to it.

Q. What effort was made on the part of the officers of the vessel to see that the steward's department served the meals in a cleanly manner?

A. I saw every day after the meal was over that the whole thing was renovated and cleaned up before the next meal was served and the pans and dishes and all that were properly kept and in ship-shape.

Q. As to the serving of the meals after they were cooked and before the passengers ate them, what efforts were made on the part of the officers to see that the steward served the food in a cleanly manner so that the food came up on the table in a cleanly manner?

A. We had a regular steerage steward there to manipulate that portion of it and if there was complaint made

by any of the passengers, whenever there was, he was brought to account for it and he rectified anything. Whenever a passenger made a complaint it was investigated and seen whether his complaint was necessary or not and whether it could be substantiated by others and, of course, we went into it and had the man that was negligent in his duties brought up and attended to.

Q. And after that would the same cause of complaint continue, or otherwise? A. No, sir.

Q. You say there was sufficient water upon the vessel at all times during that voyage for the comfort and maintenance and necessities of the passengers?

A. Plenty.

Q. And in what manner was the water served?

A. The water was served—the drinking tanks were sufficient, and there was water in them at all times; not every one of them because they used it for washing, and I had a man stationed there and they used to—sometimes he would have to watch the other tanks probably for half an hour and there has been cases for a half an hour that one tank would be empty, but the other four would be supplied with water, and they would have to go a little farther to get water, but there was never more than one empty at one time that I know of.

Q. Was there any complaint made to you or in your hearing to any of the officers, that any of the passengers, fore or aft, were unable to receive sufficient water?

A. They have made those complaints, but they were remedied; they got water instantly that they made the complaint, they got it right away.

Q. What efforts were made on the part of the officers to see that the failure to get water did not occur at subsequent times?

A. They stationed a man to see to them and to report immediately when the tanks were empty. I had a great deal to do with that as my department and I know all about it.

Q. You had horses and cattle on board the vessel?

A. No cattle; horses.

Q. Forward? A. Forward, yes, sir.

Q. As to the care of the horses and the cleaning of the stalls where the horses were; what was done in that regard?

A. We had two men continually at it from morning to night. They never done anything else. One man at night—we had one man stationed on the night shift, that is so.

Q. Was the discharge from the horses ever allowed to interfere or in any way come in contact with the food that was served to the passengers?

A. Not that I could see.

Q. What opportunity did you have for seeing?

A. Well, for the general good condition of the quarters; because the cooking rack were not so far away from the port horses' stalls and I had one spare stall where the cooks set their table, but all the hash of the fore-cabin was always cleaned up thoroughly after every meal and there was a man going around all the time swabbing and squilgeeing that part of the deck where the passengers came up from below to keep it from

slipping, and one thing and another, and all the place was cleaned continually all the time, and the leads from that was bulkheaded off. We had a batten on the deck, so that the discharge from the stalls went in the scuppers and did not run backwards beyond the limit of the batten.

Q. Where was the batten nailed?

A. Forward of the hatch, right at the corner of the forward hatch.

Q. The forward corner of it?

A. Right at the forward corner of the forward hatch, probably a foot from the aft part of the horses' stalls and that lead open to the scupper all the way through.

Q. Several witnesses testified in this case and in the case of John T. Grismore, that the food served to those below forward was served in pans—that included a number of pans—and the pans were set upon the deck in the urine and offal of the horses by the cooks and stewards, and then piled one upon the other so that the bottom of the pan with the manure and urine adhering to it, was set upon the food in the lower pan and they were piled in that way upon each other and taken down in the hold and the food that way served to the passengers, I will ask you whether or not that is the fact?

A. I never heard of it. I never had a passenger to complain of any such thing on board the ship, and it was almost impossible for the urine to get back there; only when the washing was done there might be some of the urine might get down there, but that was down before six o'clock in the morning and before they were up.

Q. What opportunity did you have to see whether the waiters and stewards of the second class were careless to that extent or not?

A. I was amongst them during the day every half an hour. Every half an hour I was through that ship, only at meal times.

Q. And from your personal knowledge what would say as to the statements of the witnesses to the effect that I have above set forth as that it was true or not?

A. It was not true, no, sir. Surely there would be a complaint to me about the meals or about the mush at times not being cooked and I generally heard pretty near everything they had to say.

Q. What would you do when you heard such things?

A. I went immediately to the steward and said have this mush cooked. There is no use to throw good food away. Apply more heat and cook it.

Q. The raw material was wholesome and sufficient?

A. The raw material was wholesome and sufficient.

Q. What efforts were made by the master and the officers, including yourself, and members of the crew, towards the comfort and well-being of the passengers upon that voyage?

A. We done everything we could to please them and keep their quarters clean as far as we could. I didn't see anything neglected. We even had sawdust sprinkled down in their quarters where they were sick and scrapped up the quarters where they were sick. We didn't have any sickness on board, and that was the only one that didn't have some.

Q. When did you leave the ship "Valencia"?

A. The 7th of August.

Q. On the day following her arrival in Seattle?

A. Yes, sir.

Q. On the day after her arrival in Seattle?

A. On the day of her arrival in Seattle I left that evening.

Q. This year?

A. Yes, sir. That is I tendered my resignation and went ashore and turned everything over. I left the ship next day practically speaking and put the other man in my place and turned everything over to him, and it was all arranged before we came into port.

Q. You are not in the employ of the Pacific Steam Whaling Company now? A. No, sir, not to-day.

Q. Do you expect to return to their employ?

A. Not necessarily; I was thinking of going south in the Pacific Mail employ.

Q. You have not any intention at this time of re-entering the employ of the Pacific Steam Whaling Company? A. No, sir.

Q. You have no interest in the result of this case?

A. No, sir, I didn't know anything about it.

Q. Do you know the Grismores, the libelants?

A. No, sir, I don't recollect the gentlemen at all.

Q. Do you know the libelant Isaac R. Birt, a lame man, a heavy set man, a lame man?

A. Yes, I do; walks with two canes. Yes, sir; a jolly old fellow.

Q. Did he complain to you of the treatment he re-

ceived either in the service of the meals or the conduct of the crew toward him?

A. No, sir, the only complaint he ever made was about somebody breaking a chair that he had got around the ship somewhere.

Q. Did he ever complain to you of there being no water?

A. No, sir.

Q. Did he ever complain to you of the food not being cleanly served?

A. No, sir; he was a very jolly old gentleman to my remembrance; he would not do anything but sit around.

Q. Do you know F. M. White, another libellant?

A. No, sir.

Mr. GORHAM.—I would like to have it stipulated that this evidence may be used in both cases No. 1766 and 1805.

Mr. CARROLL.—Yes, that is all right.

Cross-Examination.

Q. (By Mr. CARROLL.) Mr. McKenna, was your vessel at any time engaged in the relief of any other vessel on your trip up to Cape Nome from Seattle?

A. Well, we made a slight effort to get to the "Rosen-crans"; that is we went close enough to her to signalize with flags. We didn't get within hearing. We signalized with flags and we touched ground ourselves and we cleared out.

Q. Didn't you have a very rough voyage on the trip up?

A. No, sir; the only trouble we had was the ice. The ice was rough, but the water was smooth.

Q. You had some difficulties in the ice?

A. None whatever. Merely detention; merely lying there with no prospects of getting to our destination.

Q. You were detained for some time?

A. Yes.

Q. Do you remember the length of time?

A. Well, yes, I can give you the length of time. I can remember it. We left the 26th and we entered the Behring Sea on the 7th day of June. We left Unalaska on the evening of the 9th day of June and proceeded up the coast. We met the ice—I don't know how long it took us to meet the ice, but it was probably twenty-four hours; the following day sometime along towards noon or maybe later we met the ice, that would be the tenth. We left on the ninth, and the next day would be the tenth. Well, that is seven hundred miles; so we had but five hundred miles to go when we met the ice, and we were seven days in making those seven hundred miles. We got in on the evening of the 17th of June, so that you can imagine; we should have made that in two days, so consequently, we were five days practically detained in the ice; or detained on account of ice; we went some, but we went backwards and forwards and in different ways, etc.

Q. You spoke of the passengers commending the captain and his officers; was not the occasion of that the getting through that ice, that caused one of those commendations which you speak of?

A. There was no commendation after getting through the ice, because we got through the ice on Sunday evening. No, sir, it was away previous to that they presented the captain with a purse, and they got up a purse for me, and I told them not to bother about it. They presented Captain Lane with some money and made speeches and had quite a time. That was before getting through the ice, sir.

Q. Was not the occasion of that presentation and speeches which you have reference to the fact that they had got clear of the ice, and it was by way of their appreciation of the management of the vessel by the captain during the time that she was in or surrounded by the ice, subject to those dangers—the dangers occasioned by being surrounded by the ice?

A. I don't think it was, sir. At two o'clock Sunday evening it must have been as late as four o'clock Sunday afternoon when we got through the ice. No.

Q. Did your vessel ground at any time?

A. We just touched, yes, sir, but that must have been about the 12th or 13th of June that we grounded; two or three after that we met the ice and we just touched bottom. It stopped the vessel for say five minutes or four minutes or so.

Q. Did you run any risk, according to your knowledge and judgment as an officer of that vessel, at the time you sought to go to the relief of this vessel,

A. No, sir; the minute we found the water shallowing, we left there at once.

Q. What was the name of that vessel?

A. The government transport "Rosecrans." There was a vessel of two or three thousand tons or more to save, Captain Lane explicitly said, "I have too many people on board ship to take any chances; if I was in a light vessel and had nothing to risk," he told me that himself, he said, "McKenna, we should take a hawser and pull that fellow off, but we have too many people to be detained or take any chances—too many lives at stake to run any chances."

Q. Were you at any time during that voyage in foggy or cloudy or muddy weather?

A. Well, yes, slightly so, but we were never so that we could not—we never were twenty-four hours to my knowledge without a position; without being able to get a position by observation at some particular time either in the night or in the day. We never were lost or strayed away.

Q. According to the best of your recollection, how many days all told were you during that voyage in foggy weather?

A. Well, I could not say. I don't think we were ever in one day's continuous fog in fact; the sun came through every day, more or less. We were never in one continuous day's fog. I am sure of that because I know I have got positions from observation every day either in the forenoon or the afternoon; just at noon the sun will break through at noon when she is right on the meridian a little bit. We never were bothered with fog at all, that is to navigate the ship. We never were bothered with fog so that we could not navigate—it never bothered us for navigating purposes.

Q. Were any complaints that you know of made to the captain or to you as first officer during that voyage by the passengers?

A. Yes, sir, there were several but it was in reference to the feelings of one man to another—taking their clothes and abusing each other and having lights lit when others wanted to go to sleep and all such things as that, that was the principal complaint.

Q. Do you know of any general complaint made to the captain by way of a petition that was made by a number of the passengers of the ship in the steerage?

A. I heard of it. I didn't know of it and I don't know that it was ever tendered to the captain; there was a few people got up a petition but the others laughed them out of it and said they didn't know when they were treated well; I don't know who was the author of it but I don't think it got to headquarters. I don't think it was placed eventually.

Q. Do you know whether the captain's attention was ever called to the cause of that complaint that I have reference to, concerning this petition?

A. Yes, sir; his attention was called to it.

Q. Do you know what efforts, if any, he made to remedy the cause of that complaint?

A. He sent me down to investigate the matter and there would not anybody own up to it—none of them would own up. We wanted to know what was the matter. I think there was forty of the second-class passengers, and the principal trouble, of I remember right, was this; those people, as second-class passengers, thought that they were misplaced. There was no steerage, prac-

tically speaking, in the ship. We didn't sell any steerage tickets; we sold second-class and first-class.

Q. Will you please describe what you understand, as an experienced seaman and officer, by second-class as compared with first-class accommodations.

A. Well, second-class—of course, the custom makes the law on this Pacific Coast. We have practically in those vessels going north carrying a large number of passengers this rule: I have been to St. Michaels on other vessels and have been north on other vessels. The second-class passengers have berth below deck—in the space—the steerage space or steerage space made out of freight space. That is where we make the berth. The first-class passengers are in rooms built for passengers on the ship. It is the berthing; that is the principal difference in first-class and second class. The first class have rooms built for passenger accommodation and the second-class passengers on almost all vessels under a thousand tons, say, or twelve or fifteen hundred tons, they have no second class other than the one grade just—second class and first class. First class are in the salon, and the others are distributed about the ship in the regular form of construction.

Q. Don't you know there existed at sea a common law which usually prevails in the designation of passengers as first-class, second-class and steerage?

A. It may be; but not on the Pacific Coast. There is not a second class, unless it is in Spreckels' employ and they go to British territory. That is entirely a British term. I never saw second-class passengers on board of

an American ship in my life and I never saw anyone rated as such.

Q. (By Mr. GORHAM.) Explain that, please.

A. I never have seen any second-class passengers on a vessel on the Pacific Coast. I never saw anyone rated as second-class passengers different from the steerage. The steerage and second-class was all one. There was not any difference. That is the general usage on the Pacific Coast. If you go on the Eastern coast it is different; they have steamers that carry second class, but not here.

Q. Will you explain, Mr. McKenna, the relation of the horses or the animals which you carried on that trip, to the steerage passengers—that is, what relation did they bear to the places that were set apart for the horses as to that, that was set apart for the steerage passengers, were they alongside or above??

A. Entirely above. Entirely above and separate from the berthing space and the places where they had their meals. They were on the two upper decks—the hurricane deck and the main deck. The horses were on each side of the space and the passengers were on the berth deck.

Q. Below?

A. Below; yes, sir; entirely. There was not a passenger above the main deck in the second-class grade, both forward and aft.

Q. Who employs the help in and about your kitchen or cooking department?

A. The chief steward. The chief steward; that is the gentleman that does that business,

Q. And he has the selection of the help entirely?

A. Yes, sir; entirely.

Q. That help may be sufficient or insufficient, competent or incompetent?

A. Well, they are generally men of long experience. A man is not put as a chief steward without he has long experience. This particular man sailed with me, we were boys together in the Pacific Mail employ over twenty years ago, and he served in all branches in that particular line.

Q. My question does not refer to the steward, but to the competency of the help and the sufficiency of the help that he may employ, that is solely left with him?

A. Yes, sir; it is solely with him; of course, he is responsible to the captain for any neglect; the captain will hold him for any neglect about his department the same as he holds me.

Q. You would have no control; no specific control as first officer over the acts of the steward in regard to the employment of his help except what you might have in a general way as an officer.

A. Just in a general way as an officer; if the help misconducted themselves, and I should see it and I thought it was my duty to act, I would act immediately; if not, and if it was a trifling matter, I would have the chief steward to attend to it, but if I thought it was better to have it acted upon immediately I would have done it at once—trifling matters I would have the steward attend to himself.

Q. Was there any complaint from the passengers in

the steerage department between San Francisco and Seattle?

A. We had a little bit; we had a little rough weather coming up from San Francisco to Seattle, and I didn't notice any of them particularly—they seemed to be all pretty well taken care of. We didn't have quite so many on that trip and they did not have any complaints at all that I know of; everything got along pretty smooth.

Q. You took a number of passengers on board for Nome from Seattle?

A. Yes, sir; quite a few; I don't just recollect how many, but quite a few, sixty or seventy or eighty or something of that kind.

Q. Can you state, as nearly as you can get at it from your recollection, I don't want the exact figures, the number of passengers you took up from Seattle on that trip?

A. According to the purser's report we had six hundred and ten passengers.

Q. On the trip north?

A. Yes; on the trip north we had six hundred and ten passengers.

Q. On the trip south do you know how many passengers you had from Nome to Seattle?

A. No, we didn't have but very few.

Q. You had nowheres near that number?

A. We didn't have fifty. I know we didn't have fifty, but I couldn't say exactly how many—we didn't have hardly any.

Q. Now, could you tell the accommodations you had

—or rather how many first-class passengers you could accommodate?

Mr. GORHAM.—Objected to as not proper cross-examination, and further that the ship certificate of inspection will show and is the best evidence.

A. I don't recollect it exactly, but the ship's certificate will show; we were right in accordance with the certificate here; we did not exceed the certificate any at all, I know that.

Q. That certificate provides also for the number of steerage passengers.

A. Yes, sir; exactly; it prescribes for the whole lot of passengers.

Redirect Examination.

Q. (By Mr. GORHAM.) You say you knew the cause of complaint that resulted in the petition being gotten up, which you didn't know whether it was presented to the captain or not—what was the cause of complaint?

A. No, sir, I didn't say I knew the cause. No, sir, I went down to find out the cause, but they wouldn't anybody tell me.

Q. You heard of it being got up.

A. Yes, I heard of it being got up, but there didn't seem to be anybody to stand up to it.

Q. Did you ask them? A. Yes, sir.

Q. Did you ask generally?

A. Generally, yes, sir. We had to send a man down there—an agent of the company, we had to send him

down to try and find out what it was—a kind of a detective.

Q. A man that they would not recognize as a member of the crew?

A. Yes, sir. For what reason I don't know.

Q. What was the object in attempting to find out?

A. To see if there was anybody negligent in their business and see where the trouble laid which we naturally wanted to find out at all times.

Q. What was the purpose of finding out?

A. To remedy it—to bring the man over the coals that was causing the trouble.

Q. Did you at any time hear Captain Lane in the forward part of the vessel when the passengers were assembled, state to the second-class passengers that he would give any passenger twenty dollars who would bring to him any steward—

A. Selling food?

Q. Yes? A. Yes; I did.

Q. What was said to the captain when he made that statement?

A. There was not anybody came forward. He said if they seen anybody selling food that he would give that money.

Q. What if any statement was made to the captain at that time in reference to selling food?

A. I don't think anybody said much of anything; I didn't hear anything said and I was right there. The captain went through the ship. There was a report sent in to him that the cooks and stewards were selling food to people and it was affecting some of them in some way—how I don't know—but he went around and investigated

the thing thoroughly; I went around with him, and he made the offer of some money to anybody that would just go and purchase a pie or anything—which they do sometimes on board a ship—if they could purchase a pie for any amount of money from any of the ship's employees he would give them twenty dollars for it.

Q. Did he discover any person, or was there any person who came forward subsequent to that time and attempted to prove that they had purchased any food from the steward, and claimed the reward?

A. No, sir. I would have known it because I would have had to act if such was the case and there was not anybody. It is really a surprise to me that there is a suit like this, because when we all came back everybody seemed satisfied. It was a great surprise to me, honestly. People will tell you that went up on that ship, if you can find them and some of them are back already, that they will all remember the "Valencia." They wanted to be sure when we were coming back, and some of them went as far as to want to know if they could not engage a berth to come back in her again. Some of the steerage passengers told me that they were going to present me with nuggets and all that. It is really a fact.

Q. Their remembrance of the "Valencia" was favorable?

A. Favorable, very much so.

Q. Was that general?

A. General—general entirely.

Q. (By Mr. CARROLL.) Now in regard to what you have last stated, Mr. McKenna; you stated that it was general, which would imply that generally the pas-

sengers spoke to you in a courteous way about your conduct, and said that they would give you nuggets?

A. They wanted to come on the ship, and surely I didn't have the whole management and they would not come for me alone, but they were coming back on the "Valencia"; that was the sentiment of the people generally, and they wanted to know from me when the sailing dates would be and if I would not furnish them data ahead which I could not do.

Q. That is rather a sweeping statement, "generally."

A. It is a fact nevertheless. That is the way they put it. It is a great surprise to me.

Q. Could you say, by way of numbers, how many passengers of that ship spoke to you that way?

A. No, I could not say in numbers exactly how many, but they cheered and hurrahed and gave us the greatest kind of a send-off; they showed their appreciation to quite an extent on many occasions and some of them there that was pretty level-minded people you know. I generally deducted my conclusions from a crowd of fairly reasonable people. If a man is irritable or anything like that, which you will always meet in a large crowd—you will meet a pinched irritable person.

Q. Was not that talk which have referred to as "generally," in the same sense in which you expressed it, from the first-class passengers?

A. No, sir. There was a great many of them amongst the second-class passengers; a great many of them amongst the second-class passengers. The ship was really fitted out in pretty good shape, and I was just interested enough to ask the others from other ships—you

see on the last voyage down we brought quite a few passengers, I guess a hundred or more, that had gone up on various other vessels and they were relating the conduct of the officers, etc., and I thought from the comparison that the "St. Paul" and the "Valencia" were the banner ships for conduct, etc., on that run; and others remarked the same thing that those two ships the "St Paul" and the "Valencia," the A. C. Company's and the "Valencia" were the best ships.

Q. That was in regard to your return trip that you are speaking of? A. People on other vessels.

Q. Spoke to you on the way down?

A. Yes, sir, told me the conditions that they had on board other vessels, etc.

(Testimony of witness closed.)

State of Washington, {
County of King. } ss.

I, N. W. Bolster, a notary public in and for the State of Washington, do hereby certify that the witness M. T. McKenna, in the foregoing deposition named was by me duly sworn to testify the truth, the whole truth, and nothing but the truth; that said deposition was taken at the time and place mentioned in the annexed stipulation, to wit; at the Puget Sound Naval Station, Port Orchard, Kitsap county, State of Washington, on the 30th day of September, A. D. 1900, and that said deposition was reduced to writing by me, and that the signature of the witness to the same was expressly waived by stipulation of the parties hereto.

In witness whereof I have hereunto subscribed my name and affixed my seal of office this 15th day of October, A. D. 1900.

[Seal]

N. W. BOLSTER,

Notary Public in and for the State of Washington, Residing at Seattle.

October 29, 1900, 5 P. M.

Continuation of proceedings pursuant to adjournment.
All parties present as at former hearing.

JAMES McREE LANE, produced as a witness in behalf of claimant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. GORHAM.) What is your name?

A. James McRee Lane.

Q. You are the master of the steamship "Valencia"?

A. Yes, sir.

Q. For how long have you been master of the steamship "Valencia"?

A. I have been master on her now about twenty-eight months.

Q. Continuously? A. Yes, sir.

Q. Were you master on her on the voyage from San Francisco to Nome leaving San Francisco about the middle or latter part of May and arriving in Nome on June the 17th? A. Yes, sir.

Q. Do you know George T. and John T. Grismore?

A. No, sir.

Q. They claim to have been steerage passengers on that ship for that voyage.

A. I believe the passengers were there; I don't know them personally.

Q. Do you know F. M. White? A. No, sir.

Q. Do you know Isaac M. Birt the intervening libel-
ant? A. No, sir.

Q. What is the tonnage of the "Valencia," Captain?

A. 1,197 tons net.

Q. In what condition was that vessel at the port of
San Francisco before she sailed on this voyage to Nome?

A. In first-class condition.

Q. In what trade was she embarked at that time?

A. We had been in the transport service before and
had been on one coasting trip to Alaska.

Q. Freight and passenger trade?

A. Yes, sir.

Q. How was she as to being equipped for that voyage
and port, for the number of passengers she was allowed
by law to carry?

A. She was put in first-class style, the best we knew
how, the best we could get was put on board of her and
she passed inspection before that in San Francisco and
afterwards here.

Q. On this last voyage? A. Yes, sir.

Q. She stopped in Seattle?

A. Yes, sir, the local inspectors of hulls and boilers
were on board of her.

Q. How was she as to being supplied with ship's sup-
plies for that voyage in that trade?

A. First-class style. We had enough to bring us back
here and lots left over.

Q. How was she as to being manned for that voyage?

A. We had a full crew in every department, in the
steward's alone there was some forty-seven or forty-eight.

Q. How many steerage passengers did you have, do you remember?

A. We had about four hundred and seventy-five, I think it was, in that neighborhood, four hundred and seventy-four I think.

Q. Did you carry stock on that trip?

A. Yes, sir.

Q. Explain how the stock was situated relative to the passengers in the second-class quarters and the steerage passengers' quarters and the protection, if any, the passengers had from the refuse and manure of the horses?

A. Well, there was about twenty-eight of those horse stalls on the upper deck, on what we call the hurricane deck, and they were good stalls, and they are still on board of the ship yet.

Q. Forward?

A. Yes, forward, and so that the stern of the horses was outboard, and we had boards that were taken out and cleaned twice a day and everything was thrown overboard. We had twenty horses on the main deck, just exactly underneath those on the main deck where we usually carry our cattle and stock, and the stalls were built well and solid.

Q. Of course, the deck has a sheer as it runs aft, were there any planks made fast to the deck to keep the urine from running by the hatchways?

A. Yes, sir; there was, and it ran into the scuppers.

Q. And how carefully was that attended to, to see that the offal from the horses did not interfere with the comfort of the passengers, if at all?

A. They were attended to twice a day and in fact attended to at all times in the day.

Q. Did you have a man constantly in charge of the stalls? A. Yes, sir, all the time.

Q. Whose duty was nothing else but to attend to that part of the business? A. Yes, sir.

Q. I will ask you if any unusual occurrence occurred on the vessel on the voyage from San Francisco to Seattle?

A. No, sir, only that the passengers when they first came out were all seasick, and as soon as one or two of them could get around and get on deck they sent me a letter of complaint stating—do you want to know what was in the letter?

Q. Yes.

A. The only complaint that they made was that the food was badly served and insufficient in quantity; that the potatoes were half cooked and the mush; there was no complaint made about the food being bad at all.

Q. No complaint made as to its being impure?

A. No, sir.

Q. Was there any complaint made about the meat being rotten?

A. No, sir. It could not have been rotten, because no meat will rot from San Francisco here in cold weather.

Q. Was the complaint made in writing?

A. Yes, sir.

Q. Was that the only complaint in writing?

A. That was the only complaint either in writing or verbally made on board the ship?

Q. What investigation did you make, if any, to as-

certain whether the allegations of this complaint were founded upon facts?

A. I went right down in the hold as soon as I got the letter and made an investigation to get hold of the party, who seemed to be the leader of the crowd, and went where he told me the dirt was, and there was no dirt there and everything was as clean as could be, and I asked the passengers where the dirt was, and they said then it had been cleaned up—they must have cleaned it up very quick—and then I made them all a standing offer—they claimed they could not get anything to eat without buying it—

Q. Was that on the trip from San Francisco to Seattle?

A. No, sir—yes—from San Francisco to Seattle.

Q. Before you left Seattle?

A. Yes, sir, before we left Seattle.

Q. That complaint about not being able to get anything to eat, without paying for it?

A. That complaint that they could not get anything without paying for it was made, and I went down there and asked them who they bought the stuff from, and no one could tell me at all, until I finally made them a standing offer of twenty dollars for any man that would buy the least particle of food from any member of the ship's crew and bring the man to me and prove it—I made them a standing reward?

Q. To whom was the offer made?

A. To the passengers between decks. They were all there at the time—the whole gang of them was there—they were all passengers.

Q. Was that offer made in the daytime?

A. Yes, sir.

Q. Was that offer made generally known?

A. It was generally known; yes, sir. And they told me the next morning when I went down, they told me everything was all right. I went down at breakfast time where they were eating, and they told me everything was going on fine.

Q. After leaving Seattle what, if any, unusual occurrence took place?

A. Not a complaint one way or the other. I had meat enough in Dutch Harbor that I was positive would last me, and to be sure, without putting them on salt meat, I bought between eighteen hundred and two thousand dollars worth of fresh meat from the Elihu Thompson—somewhere in that neighborhood. I bought eight bullocks and six sheep, frozen meat, and some of it I had on board the ship when I got back to Seattle, that was of the meat I bought for the round trip.

Q. What, if any, complaint was made to you as to the conduct of any of the ship's officers towards the steerage passengers?

A. None at all.

Q. What, if any, complaint was made to you by any of the passengers that they were unable at any time to procure sufficient fresh water for drinking purposes?

A. I never heard a complaint about the water. The water was served them five times a day, full and plenty.

Q. Where did you stock up with water?

A. Here in Seattle and again at Dutch Harbor.

Q. At arriving at Nome how much water did you have left?

A. I had in the neighborhood of eight or ten or—six or eight thousand gallons.

Q. Did you go into Dutch Harbor short of water?

A. No, sir; I don't think we filled probably over twelve thousand gallons of water in Dutch Harbor. I am positive we didn't fill over that much at Dutch Harbor.

Q. It was a matter of protection?

A. No, sir; it was a matter of filling my tanks up. We carry twenty thousand gallons of fresh water and we had used probably twelve thousand gallons in going up there.

Q. How was the supply after leaving Seattle regarding sufficiency or insufficiency for the passengers and stock which you had on board for that trip?

A. We had plenty of water. I can condense three thousand gallons of water a day, and I condensed all the water for the stock and gave them condensed water. Well, we condensed twenty-five hundred gallons; that is the capacity of the condenser.

Q. Now, as to those complaints that were made to you, I will ask you where that complaint is.

A. I have it on board the ship.

Q. Will you produce it?

A. Yes; I will send it to you to-morrow.

Q. That is the only written complaint that was made to you.

A. Yes, sir; either written or verbal complaint.

Q. And upon that complaint being delivered to you and your investigating the charges therein made, the men

who made the complaint, as I understand your testimony, acknowledged satisfaction. A. Yes, sir.

Q. That the grounds of the complaint had been removed.

A. Yes, sir. The principal man—the ring leader—the man that brought the complaint to me on the bridge and asked if I would investigate.

Q. Do you know his name? A. No, sir.

Q. Did you ever hear any complaint or did any complaint ever come to you directly or indirectly that the food which the steerage passengers were compelled to eat had been mingled with manure and urine from the horse stalls?

A. I never heard of it before.

Q. Would it have been possible for you as master of that ship on the voyage lasting seventeen days to have failed to have heard of such a disgusting conduct on the part of any of the crew, if such had been the case?

A. No, sir. I don't think the passengers would have stood it. If they did not come to me it was their own fault. Nothing of the kind did happen.

Q. Is it not true that you had that command over your ship or that knowledge of the details aboard your ship, that you would have known, had such been the case?

Mr. CARROLL.—Objected to as leading.

A. Yes, sir.

Q. When did you arrive at Nome?

A. On the 17th day of June.

Q. About what hour?

A. About nine o'clock at night.

Q. And were the passengers put ashore?

A. As quick as we could put them ashore; probably they were all ashore within forty-eight hours.

Q. Were some of them put ashore that night?

A. Yes, sir, I think they were; I am not positive of that, but I can tell from my log book.

Q. Did you give any orders that no food should be served to the steerage passengers on the 18th day of June, on the day following your arrival at Nome?

A. No, sir. They were fed on the ship up to the time they went ashore.

Q. Do you know anything about the delivery of the freight, captain, or would that be in your department?

A. Yes, sir, in my department

Q. Mr. Birt, one of the libelants, and Mr. White, an intervening libelant, complains that freight upon which he had paid fifty-two dollars charges, I think, goods and merchandise, were not delivered to him until ten days after the 17th day of June and until the ship had arrived at Nome and departed and gone to Golofnin Bay and York Bay and come back to Nome.

A. That may possibly be.

Q. Can you explain it?

A. It was put on the beach and he did not come after it. The freight was landed on the beach within seven days. I sailed from there on the 24th, with everything out.

Q. Did you have occasion to land any Seattle or San Francisco shipments at Nome upon your return to Nome from Golofnin Bay or York?

A. Yes, sir.

Q. Why were not they landed on the first arrival?

A. Because we could not get the lighters to take it. In the meantime we ran to Golofnin Bay. We could not get any lighters, we understood, for thirty-six hours, and we ran to Golofnin Bay and were gone twenty-four hours, and came back and we got one lighter and they said they could not get us another for thirty-six or forty-eight hours, and in the meantime we went down to Cape York and landed the rest of the freight, and was back there in twenty-eight hours.

Q. What was the longest time you were away from Cape Nome? A. Twenty-eight hours.

Q. What was the condition of the lighterage business at Nome at that time?

Mr. CARROLL.—Objected to as leading.

A. Well, the lighterage business—there was a good many ships there.

Q. Was it congested or otherwise—were there enough lighters there to do the business?

A. Yes, there were enough to do the business by doing it in the ordinary way, the same as any other seaport where you have to do lighterage, to discharge a cargo by lighters. On some ships you would lay a week before you would get a lighter in any port in the world where they had to discharge by lighters according to the custom of the port.

Q. I will ask you how the entire cargo on the "Valencia" was discharged on that voyage?

A. It was discharged in lighters.

Q. With what facility and what rapidity??

A. Well, it was discharged just at the rate of about forty tons an hour while we had lighters to work, and they were taken ashore in the surf; if the surf was in such a condition that it could be landed safely they were landed at once; if not, they had to wait until the surf would let them land.

Q. Then the freight was discharged as rapidly as circumstances would admit?

A. Yes, sir, we put out nine hundred tons and six hundred and forty passengers, and took on a good many more, in seven days, which was pretty good work for an outside port, making three ports in that time.

Q. Was there any complaint made to you at any time by any of the steerage passengers that they were not receiving the accommodations that they had contracted for prior to their leaving San Francisco?

A. Yes, sir.

Q. What complaint, and what was the nature of it, and what response did you make, and what were the facts in reference to it?

A. Well, I asked them for their tickets and they showed me their tickets, and it was second-class ticket and they had second-class accommodations. Some of them claimed that someone told them that if they bought a second-class ticket they would give them cabin accommodations, but they did not know who it was that told them—who that party was that told them—nobody seemed to know anything about it.

Q. How were the quarters for the steerage passengers in regard to ventilation?

A. They were as good as there were on the Pacific Coast. I had a big eighteen-inch ventilator, two in each hold, and outside of that we had eight or ten electric fans, and they ran night and day, and they are there yet—the eighteen-inch electric fans—some fifteen and some eighteen-inch electric fans.

Q. Was that put in for the Nome trade or prior?

A. No, sir; it was put in prior to that, in the Manila business.

Q. When you were in the transport service to Manila?

A. Yes, sir; for the Manila business.

Q. What was the capacity of your ship in carrying passengers in the transport service?

A. Six hundred and forty-five on the first trip we went down.

Q. What was the conduct of the passengers towards the master and officers of the "Valencia" on the last three days of this voyage relative to their satisfaction or dissatisfaction?

A. Everyone seemed to be overjoyed and said that they had never had such treatment; that is, I say the majority of them, they were all well pleased and all went ashore happy, and said they wanted to come back in the ship again and I brought probably a hundred of them back on the return passage.

Q. That included some steerage passengers on the voyage up?

A. Yes, sir, and I have a letter of thanks signed by a good many of the steerage passengers; I don't know how many is on it. There may be sixty or seventy steerage passengers signed that letter.

Q. Do you refer to this? (Showing letter to witness.)

A. That is the letter. I think you will find some of those on there, some steerage, and you will find some of those on here who have given evidence here now.

Q. Was this letter or testimonial delivered to you on board the "Valencia" on this voyage?

A. Yes, sir.

Mr. GORHAM.—We now offer that in evidence, and we desire to state that this is one of the written communications that counsel for the libelant desired us to produce on the trial, and we have produced it in response to his request.

Mr. CARROLL.—That is not the one I wanted, and I will object to it as irrelevant, immaterial, and incompetent.

Mr. GORHAM.—You did not enumerate what you wanted; you said "Communications"; we will produce the other later.

(Document received in evidence and marked "Claimant's Exhibit No. 1.")

Q. The names on that testimonial are the names of the passengers on your ship? A. Yes, sir.

Cross-Examination.

Q. (By Mr. CARROLL.) Which of the passengers, Captain, handed you this instrument or letter which you have just introduced in evidence?

A. Well, I don't know that I can say. There was a party came on the bridge one evening when I stopped in the ice; who presented the letter I don't know, but I

think probably there was Mr. Baldwin's party and also a Dr. Dias, and I rather think it was Dr. Dias that handed me the paper.

Q. Those are first-class passengers?

A. Some second—second-class passengers were some of the principal ones.

Q. Can you name that man?

A. No, sir, I don't know his name now.

Q. Did not the second-class passengers which you referred to fare, so far as their victuals were concerned, in the cabin with the first-class passengers?

A. No, sir.

Q. Were there not some?

A. If they did they paid for it.

Q. Some?

A. Some of them paid extra and ate in the cabin.

Q. They paid that, of course, to get the accommodation of that department.

A. They may have; I don't know what they paid for; they got it.

Q. They would not get it without paying for it?

A. No, sir, not in the cabin they would not have got it.

Q. They say here: "And with him we encountered nothing but the most perfect weather and the smoothest of seas"; is that true? A. Yes, sir.

Q. There was, during that voyage then, nothing to alarm the passengers or to threaten them with danger so far as the sea or weather is concerned?

A. Nothing to threaten them, but there are lots of

people who are just big enough fools to get scared if they would cross Seattle harbor.

Q. But your voyage from San Francisco to Seattle during that trip was attended with fair weather?

A. Fair weather, yes, sir; a little sea and moderate wind, northwest wind; fine weather.

Q. And from Seattle to Cape Nome the same?

A. Yes.

Q. You were, however, for some time tied up in the ice on that trip?

A. We were not tied up, but we stopped for awhile working through.

Q. There was sufficient ice in your course to delay you? A. Yes, sir.

Q. How long were you delayed?

A. About three days, or four days.

Q. During those three or four days did you consider the ship in any danger? A. No, sir.

Q. What cause, if any, do you know operated to produce this letter? A. What letter is that?

Q. Which I now hold in my hand and which was given to you by way of commendation.

A. Good treatment, I suppose, they got on board the ship. Some people appreciate good treatment.

Q. Then it was the appreciation of that good treatment only that that letter was given for?

A. I imagine so; I did not ask them why they gave it to me.

Q. This letter was given to you some few days before you reached Cape Nome? A. Yes, sir.

Q. The other letter, or petition which you have referred to, and which you have promised to give to your attorney to introduce here as evidence in this case, on what part of the voyage did you receive that?

A. The first part of the voyage—the first two days out from San Francisco.

Q. Was there any bad weather at that time?

A. Not what I call bad weather; fine weather, some little sea on.

Q. Some sea and a little wind? A. Yes, sir.

Q. Did the ship roll much?

A. Usually a little bit, yes, sir; she rolled a little.

Q. Was there much seasickness on board the vessel?

A. There was, yes.

Q. Do you know whether or not the animals, the horses, were disturbed by the rolling of the vessel, that is to say?

A. They did not seem to be. They were the finest grade of horses ever turned out of Nome; not a scratch on them or a mark when we got them there. The only ship, I guess, that did turn horses out good.

Q. The twenty-eight horses, Captain, which you have mentioned on the upper deck, were they where you could see them at all times when you yourself was on the bridge or deck? A. No, sir.

Q. To see those horses, both on the upper and main deck, you would have to go directly to where they were confined? A. I would.

Q. Now, how often during the day or the night did you visit those horses?

A. I visited them once or twice a day myself, and my officers were around them mostly all the time, at different times, and the watchman.

Q. You have stated your officers were around them all the time? A. Yes, sir.

Q. What you mean to say by that is that it was their duty to be there?

A. Yes, sir, and I mean to say they were there; all my officers usually perform their duties.

Q. But while it is usual for officers to perform their duties you know, as master of a vessel, that there are occasions—

A. Thanks to some of our lawyers and the courts, there is; they don't want the masters to make them.

Q. You know also that you have often relied upon officers and employees on the vessel, that is, petty officers, that did not perform their duties?

A. No, sir; I don't know anything of the kind. I see that my officers do perform their duties and I rely on no one.

Q. Then if there was any officer, petty or otherwise, on board this vessel during that voyage that did not perform his duties you knew it? A. Yes, sir.

Q. And you investigated it?

A. I investigated what was complained of and what was wrong.

Q. If you knew they did not perform their duties did you investigate? A. Yes, sir.

Q. Did you find anyone on board the vessel that was not performing and did not perform their duties?

A. No, sir, not amongst the officers. I found it amongst the crews all the time—you had to keep after them.

Q. Would the stewards be numbered amongst the crew proper?

A. Yes—stewards—the first steward and the second steward are petty officers on board the ship. The steward is the head of his department and the second steward is under him—the purser is at the head of the steward's department.

Q. Now, what supervision, if any, did you give over the steward's department during that voyage or any part of that voyage?

A. How do you mean by supervision?

Q. You say you see that all the officers do their duty?

A. I do.

Q. Perform their duty?

A. Yes, I was in consultation with the steward every day.

Q. This petition which you have mentioned; this complaint or letter by way of complaint which was made to you, did that charge any of the officers with neglect of their duty?

A. No, sir.

Q. It simply complained of the victuals?

A. Yes, sir, some of it being cooked too much and some of it not being cooked enough—potatoes and mush they complained of not being cooked enough.

Q. What did you do after receiving that complaint?

A. I went down between decks and investigated—down where the steerage passengers were.

Q. What did you find?

A. I found everything in good order and condition and the passengers said everything was all right.

Q. The people then that complained to you in that petition or that complaint, after you investigated it, told you it was all right? A. Yes, sir.

Q. Now, you say you found nothing to complain of?

A. No, sir.

Q. The victuals were properly served and cleanly served? A. Yes.

Q. How many times a day did you visit the steerage?

A. Once a day.

Q. How many times were you down there in the steerage during the time that the steerage passengers were served with their victuals?

A. I was down there four or five times.

Q. Was there any complaint made to you at any of the times you were down there? A. No, sir.

Q. I understand you to say that the arrangement for getting rid of the excrement and urine and filth of the animals was such as not to allow it to interfere with the steerage passengers?

A. No, sir; they were on the deck above the steerage passengers altogether.

Q. There was no way, then, so far as your knowledge goes, that the dirt accumulated by and under those animals could or did interfere with the comfort of the steerage passengers? A. No, sir.

Q. You are sure of that?

A. I am sure of it. I never heard any complaint about it, and certainly there would have been some com-

plaint. There never was any complaint either in writing or verbal in regard to the animals.

Q. Did you ever notice any of this accumulation from the animals filtering into or running into the steerage or part of the steerage passengers' quarters?

A. No, sir, it could not get down there. There was a three-inch deck for a stall deck, and it was impossible for it to get down there, and if it did it would ruin all the cargo and everything else.

Q. How near were the animals in their stalls to the department occupied by the steerage passengers?

A. They were right on the top of it. There was eight and a half feet between decks and up above there were some horses.

Q. So you assume, because no complaint was made to you and you heard no complaint, that there was no cause of complaint?

A. No, sir, I didn't assume anything of the kind. I did not see any dirt and I could not see any dirt, and there was no complaint. I could not see why there should be any. I investigated there and I saw the animals two or three times myself every day.

Q. Then what you say in regard to the cleanliness that we are now talking about in the relation of the horses to the steerage passengers, that the complaint they have made or that part that they have testified to that the urine and dung from the animals filtered down into the steerage, and that the service of their victuals was more or less tainted with that dirt or offal, is not true?

A. No, sir, it is not.

Q. Do you mean to say that such an occurrence or such a thing could not have been on board that vessel?

A. Yes, sir, unless a man took it in a bucket and lugged it off the upper deck and lugged it down and sprinkled it around.

Q. Then if the cooks and waiters serving the victuals to the steerage passengers placed the pans or dishes on the deck there was no way for those pans or dishes to come in contact with the urine or filth or offal from the animals?

A. Yes, sir, if they put it, after it was cooked, on the same deck that the horses were on; if they took the pans over and put them in the horse stalls they would get dirt on them, but they were not liable to do that, as it was too far away from their work, and you can't make a sailor do any more than he wants to or has to do any way.

Q. There was no way that the victuals or dishes could come in contact with that manure other than by the parties handling it taking and putting it into there purposely?

A. No, sir, no way at all. I have the finest arrangement for steam cooking that there is on the Pacific Coast.

Q. Was there any complaint made to you about such occurrences? A. No, sir.

Q. Did you condense any water on that voyage, Captain? A. Yes, sir.

Q. I understand you to say that all the water you condensed was given to the animals and horses?

A. No, sir; I did not say so. They used a little of it

for cooking purposes, for making coffee and bread and things of that kind and soup.

Q. What caused you to use condensed water if you had plenty of fresh water?

A. Because we did not want to waste it.

Q. Would you consider it a waste, if you had plenty of it, to supply the passengers with it?

A. Yes.

Q. If you had plenty of fresh water I understand you to say you had? A. Yes.

Q. That you had a capacity of twenty thousand gallons? A. Yes, sir.

Q. When you reached Dutch Harbor you had on board eight thousand.

A. Five or six or seven or eight thousand, or somewhere along there.

Q. And while you were lying ashore there—

A. We filled our tanks up.

Q. You had on board not to exceed eight thousand gallons?

A. We had over that. We had used about twelve thousand gallons when we got there.

Q. And then you had—

A. We had twelve or fifteen thousand gallons in Dutch Harbor.

Q. Then you had some fresh water to spare when you reached there? A. Yes, sir.

Q. Now, as master of a vessel, you knew your supply of water and about the time it would take you to reach Dutch Harbor? A. No, sir.

Q. You didn't?

A. No, sir. There is only one, and that is God Almighty that knows that.

Q. You had fair weather? A. Yes, sir.

Q. And a fair, smooth sea? A. Yes.

Q. You, as a navigator, knew the distance between Seattle and Cape Nome? A. Yes.

Q. You knew how fast your steamer would travel?

A. Yes.

Q. Could you not then, as master of that vessel or navigator, tell the length of time or the number of days or hours it would take you to go from Seattle to Dutch Harbor?

A. I could if the weather would remain fine and the wheel did not break or the shaft did not break. We have to count on all those things. We can't figure on everything being smooth. The law calls for only four quarts of water a day, anyway.

Q. Did you see that your men got the four quarts?

A. Yes, sir, they got all of that.

Q. Did you superintend the giving out of the water?

A. No, sir, I did not.

Q. But you had a surplus of at least five thousand gallons when you reached Dutch Harbor?

A. Yes, sir.

Q. Now, allowing for accidents and for storms and for ordinary delays that vessels are liable to, could you not calculate during that voyage from Seattle to Dutch Harbor, knowing the quantity of water you were carrying and the number of passengers you had to supply, whether or not you could give them their lawful supply?

A. Yes.

Q. Then why did you condense water?

A. We condensed water for the simple reason that I wanted to use it for the horses and cooking, and to be sure I had plenty of fresh water to last me on my way back.

Q. Didn't you know that you could get water at Dutch Harbor?

A. I knew I could get water at Dutch Harbor, but I was not positive of going into Dutch Harbor.

Q. You knew you could get water at Cape Nome?

A. I don't know anything of the kind.

Q. You knew there were places on the route where you could get fresh water?

A. Not outside of Dutch Harbor.

Q. You knew there was water there? A. Yes.

Q. And you knew if you could get in there that you could get it? A. Yes, sir.

Q. And the chances were that you could get in there?

A. Yes, sir. If I divided my food and water up for the ten days' passage and used it all up, where would I be if my wheels broke? Then when I came in I would be a damned fool.

Q. Is not your condenser on board for such an emergency? A. Yes, to make water.

Q. As a master of a vessel haven't you knowledge and don't you know the law sufficiently to see that you only use those emergency matters when the emergency arises?

A. Yes.

Q. Therefore you had no right to give those people condensed water.

A. I did not give them condensed water.

Mr. GORHAM.—We object to this as not proper cross-examination.

A. (Continuing.) I did not give them condensed water at all. If I gave them condensed water I would have a perfect right to do it. I can put them on condensed water at any time on the voyage, regardless of what other water I have on the ship. It is done on the very biggest ocean vessels that cross the ocean. The "City of Pekin," going to China, don't carry more than two or three thousand gallons of water in San Francisco and they condense all their water on the voyage to China. I don't believe in using it and for that reason I gave my passengers first-class, good, fresh water, the best I could get.

Q. Since you mentioned that, don't you know, as master of a vessel and a navigator, the reason why they condense water on the voyages which you have mentioned?

A. Yes, sir, I know the reason.

Q. What is it?

A. Because the Pacific Mail is too damned mean to buy water, for they had to pay half a cent or quarter a cent a gallon for it.

Q. Don't you know when you go into the tropics that fresh water will rapidly go through certain processes and while it is going through those processes it cannot be used?

A. No, sir.

Q. You don't?

A. No, sir, I have not found it out yet. Rain water will rot and you can't use it for awhile.

Q. Was there any complaint made to you, Captain, by the steerage passengers from the time you left Seattle until you arrived at Cape Nome? A. No, sir.

Q. Was there any commotion on the vessel that would call your attention to any feeling of the passengers in the steerage department? A. Yes.

Q. Did you investigate that? A. Yes.

Q. Did you find out the cause? A. Yes.

Q. What was the cause?

A. One old, sixty year old fellow was down among the steerage women too much, and I had to put him out once or twice and threatened to put him in irons if he didn't stay away from them; that was the only trouble we had.

Q. That caused all the steerage passengers to rise up as it were in rebellion?

A. No. It was just the women passengers—nine women passengers—he got a little obnoxious to them.

Q. Were those women in the steerage?

A. Yes, in the women's steerage.

Q. The tickets which you sold those passengers that are complaining of their treatment on that voyage calls, I understand you to say, for steerage passage.

A. Yes, second class or steerage. There is no steerage on the coast under the old law of steerage at all. It is all a second-class passage—nothing called steerage.

Q. Did you explain that to those passengers, or do you know whether it was explained to them when they bought their tickets?

A. I don't know anything about that. It was marked on their tickets, second-class passage; a good many of

them came down and looked at their accommodations and they were all well satisfied.

Q. Do you know whether any of those that are complaining in this action or these actions against the vessel visited their apartments before they went on board?

A. No, sir.

Q. As a matter of fact, Captain, as far as the selling of tickets and the giving of information concerning that voyage, you had little or nothing to do with it.

A. I had nothing to do with it?

Q. It was all left to the agent of the vessel?

A. Yes.

Redirect Examination.

Mr. GORHAM.—It is stipulated and agreed that the testimony of the crew of the “Valencia” now being taken is to be considered as taken in each of the cases against the “Valencia,” to wit, No. 1768, 1805, and 1845, and that hereafter all the testimony taken by the libelants in any of these cases may be considered as evidence in all of them, so far as the same may be applicable or relevant.

Q. (By Mr. GORHAM.) Now, Captain, I want to ask you how long have you followed the sea.

A. Twenty-nine years next January.

Q. In what capacities?

A. From boy to master.

Q. In what vessels and in what waters?

A. In waters all over the world for the last thirteen years I've been master of vessels.

Q. Steam and sailing vessels? A. Yes.

Q. What tonnage?

A. Well, from a thousand tons up to sixteen hundred measurement.

Q. Mr. McKenna was your first officer on this voyage?

A. Yes.

Q. And your second officer's name was?

A. Lowell.

Q. Is he alive? A. Yes, sir.

Q. And your third officer? A. He is dead.

Q. What was his name? A. Randall.

Q. He committed suicide in this harbor?

A. Yes, sir.

Q. And your chief steward is present?

A. Yes, sir.

Q. And your purser? A. Yes, sir.

Q. And your watchman? A. Yes, sir.

Q. The second steward—is he present?

A. No, sir.

Q. Is he on the ship? A. No, sir.

Q. Where did he leave the ship?

A. Well, I don't know where he left it.

Q. Did he leave at Nome? A. No, he left here.

Q. The steerage steward?

A. He left at Dutch Harbor on the first trip.

Q. Do you know where he is?

A. No, sir, he is the one that had the stowaways and he ran away up there—he cleared out.

(Testimony of witness closed.)

M. HOUSTON, produced as a witness in behalf of claimant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. GORHAM.) Are you chief steward on board the "Valencia"? A. Yes, sir.

Q. How long have you been chief steward on board the "Valencia"?

A. On the "Valencia" close on two years. All the time she was running down to Manila and since while she was at Nome.

Q. How long have you followed the sea?

A. About twenty-three years.

Q. In what capacities?

A. Always in the steward's capacity.

Q. What vessels have you been on?

A. The "Pacific Mail" and the "Pacific Coast," the "Oregon," the "Elder," and the O. R. & N. boat, the "San Blas," the "City of Sidney" and the "New York."

Q. On the Panama run? A. Yes.

Q. The Central American run? A. Yes.

Q. Your service at sea has been principally upon this coast?

A. Yes, for the last twenty-three years.

Q. You were steward on the "Valencia" on the voyage she made from San Francisco to Cape Nome in May, 1900? A. Yes, sir.

Q. Did you see to supplying the ship?

A. Yes, sir.

Q. And putting in the proper requisitions for supplies? A. Yes, sir.

Q. How was the ship supplied as regards food and facilities for cooking and serving of food to the passengers allowed by law on that vessel for that voyage?

A. Better than any ship that ever ran up there.

Q. How as to sufficiency?

A. As to sufficiency we had plenty.

Q. Were you at any time short of food?

A. Not at all.

Q. At any time on the voyage?

A. None at all.

Q. Did you have supplies remaining over after the voyage? A. Yes, sir.

Q. Did you have anything to do with the supply of water? A. No, sir, that was not in—

Q. That was not in your department?

A. Well, we had a regular hour three times a day to supply water.

Q. Was that in your department to supply water to the passengers?

A. When the pumps was open; yes, sir.

Q. Did you hear Captain Lane's testimony just now?

A. No, sir.

Q. Do you know of any complaint being made to Captain Lane as to the poor cooking of the food for the steerage passengers?

A. There was one or two complaints in regard to the mush, that was all, the oatmeal in the morning.

Q. What part of the voyage was that?

A. That was from 'Frisco to Seattle.

Q. On the first part of the voyage?

A. Yes, and then it was all done away with and we never heard any more words afterwards.

Q. What did Captain Lane do in reference to the matter?

A. He merely called my attention to it; that was all.

Q. Did he give instructions to see that it did not occur again? A. Yes, sir.

Q. Did you have supervision over the supplying and serving of the food to all the passengers on the ship?

A. Yes, sir.

Q. And who did you have under you?

A. I had a second steward.

Q. Was that the second steward, the steerage steward?

A. No, sir, I had a steerage steward also, a fellow named Brady.

Q. Did you hire those men in your department?

A. I hired the men in my department.

Q. Did you have occasion to see the manner in which the food was served which was cooked for the steerage passengers? A. Yes, sir, I was there all the time.

Q. During the entire voyage?

A. Yes, sir, all the voyage.

Q. Did you have occasion to see how it was served to the passengers? A. Yes, sir.

Q. Did you at any time see any of this food placed in pans and come in contact with the excrement of the horses on board that vessel? A. No, sir.

Q. Did you hear any complaints from any of the steerage passengers to that effect?

A. There was one or two parties said that there was a leak, but it didn't come from the horses; it came from the steam pipe.

Q. I mean as to the offal or manure.

A. Probably they imagined it came from there. They may have imagined it came from there. Certainly there is always a certain stench on deck where horses and where cattle are.

Q. I mean in the food itself.

A. No, no, no.

Q. Did you have any of the steerage passengers complain to you that the steerage food pans were set down in the urine and manure of the horses on the deck?

A. No, sir.

Q. At any time during the voyage?

A. At no time during the voyage; no, sir.

Q. If any of your pantry boys or the men in your department had served the food in that manner by first setting it down upon the deck in the manure and urine, would you have known it?

A. I would have known it—someone would have drawn my attention to it.

Q. You were around this place?

A. Yes, sir—the passengers would have told me.

Q. You never heard any such a complaint?

A. Never of any such thing.

Q. Was there any complaint made to you that the meat was rotten?

A. None whatever.

Q. Was the meat rotten?

A. No sir, not at any time or any point of the game. I have been running down to Manila on her, and I have had beef hanging up running down into the tropics, and when we were running north on the first trip I have hung all my meat up there—I hung it up and it would never get rotten. When we were going down to Manila, when

you are gone twenty-one days you have some chance for the meat to get bad on you.

Q. How about supplying the steerage passengers with water—did you have any complaints from any of the steerage passengers that they were unable to get water?

Mr. CARROLL.—Objected to as leading.

A. Sometimes they used to make themselves run short; that's all.

Q. How's that?

A. For the drinking water tanks some of them wanted that one time to wash their hands and faces, and they used to draw it out of the drinking water tanks and that is the way they used to run short.

Q. Did you ever refuse to give any of the steerage passengers drinking water when they asked for it?

A. I never refused them at no time, no, sir; but sometimes they would be a little short because they would use it for washing purposes instead of drinking, and there was a condenser there for washing purposes.

Q. They knew that?

A. They knew that, yes, sir.

Q. They were informed not to use the water for washing purposes out of the drinking tank?

A. Yes, sir; there was a pump in the scuttle for that, for them for washing purposes.

Q. Do you know one Isaac R. Birt, who was a lame man, a steerage passenger, thick set, short heavy man, and lame?

A. I don't remember him.

Q. Do you remember of Birt ever complaining to you

that he could not get water and you refusing to give him water?

A. Yes, sir; I remember an old man, an elderly gentleman—

Q. Do you remember his having complained to you that he could not get water?

A. He came to me one day and I told him that the pump would be open in the course of half an hour, and that he would have to wait until the pump was open.

Q. Was he able to get water?

A. He got his water afterwards.

Q. Do you know whether he got it or not?

A. Yes.

Q. Did you see him get it?

A. Yes, sir, the pump was open.

Q. What was the general treatment of the men in your department towards the steerage passengers?

A. The finest there is going up here on any steamer.

Q. What effort did you make to see that your subordinates treated the steerage passengers in the proper way?

A. I was down there and made an inspection every morning at eleven o'clock.

Q. With whom did you make the inspection?

A. The purser, and sometimes the captain would go around.

Q. How were the quarters for the steerage passengers kept in regard to cleanliness?

A. All clean.

Q. Were they cleaned every day?

A. Yes, sir.

Q. On the entire voyage?

A. On the entire voyage right clear through.

Q. Did you assist the purser in making reports to the master as to the condition of the quarters?

Mr. CARROLL.—Objected to as leading.

A. Yes, sir. Yes, we went around every morning ourselves; when the captain didn't go around the purser and I went around every morning.

Q. Did you hear the captain offer to reward any passenger who would produce to him any man who would sell food?

A. Yes, he did it in my presence.

Q. Do you know of any passenger having purchased food?

A. No, sir, I don't know—we wanted to find out.

Q. You made an effort to find out yourselves?

A. Yes, sir.

Q. Did you find out?

A. No, sir; nobody ever came up. I never saw any one afterwards.

Q. They would not admit it? A. No, sir.

Q. What was the variety of food that was served to the steerage passengers on this voyage?

A. On the first trip?

Q. Yes, this voyage.

A. They always had mush in the morning and steak and potatoes, tea or coffee.

Q. Meat in the morning?

A. Yes, sir; they always had meat in the morning,

steak and potatoes, tea or coffee, bread and butter every morning.

Q. And at noon?

A. Roast beef and soup.

Q. Potatoes?

A. Potatoes, bread and butter.

Q. And at night?

A. At night they would have either steak or stew and always had some stewed fruit, pears or apples.

Q. Who had charge of the closets on the steerage part of the ship? A. The chief officers.

Q. Was there any complaint ever made to you that the closets were not kept in proper order?

A. No, sir, they were all new and there was no chance for complaint.

Q. How many closets were there?

A. Ten or twelve.

Q. For the steerage? A. Yes.

Q. Were they all open for the steerage?

A. Yes, sir, with the exception of one that the carpenter used to use.

Q. Were there others that were used for the officers themselves? A. One, that was all, only one.

Q. When any complaints were made to you by the steerage passengers, if any were made, what steps did you take to investigate whether they were founded upon facts, what steps did you take to remedy what was wrong?

A. I would go and see the steerage steward and the steam cook. I had two or three steam cooks there and

they were the men I used to pull down on—the steerage steward and the steerage cook.

Q. Were the complaints made after they went to Seattle?

A. Not after we left Seattle, at no time. There was one or two possibly that were kicking about the mush not being cooked properly, and that was all rectified after we left Seattle.

Q. Rectified at once? A. Yes, sir.

Q. Did you at any time tell any of the steerage passengers that he might not be able to get water, but he could buy beer for a dollar a bottle on board the ship?

A. No, sir.

Q. Did you hear any people in your department make any such statement?

A. Never that I know of. It was a thing that I used to keep away from more than anything else. I think the “Valencia” has the best name of any ship running up there.

Q. What number of subordinates did you have in your department?

A. Well, on that first trip, I could not tell you unless I would go back to my book in the ship—somewhere about thirty-seven.

Q. Between thirty-five and forty? A. Yes.

Q. Was that, according to your experience, a sufficient number for the number of passengers you had?

A. Yes, sir.

Q. And for the vessel you had and for the facilities you had? A. Yes, sir.

Q. What facilities did you have for preparing food on board the vessel for steerage passengers?

A. A regular steam kitchen.

Q. What quality was it?

A. Very good; the finest kind. It is one just the same as on all the transports.

Q. It is the same as on the transport ships?

A. Yes, sir.

Q. Put in for the transport service?

A. Yes, sir.

Q. And passed by the Government?

A. Yes.

Q. Did you furnish food to the steerage passengers on the day following your arrival at Nome?

A. Yes, sir, I think so.

Q. Do you know whether you did or not?

A. Yes, sir. Well, I have got my sheets in the office that will prove it.

Q. You would have remembered it if you did not?

A. Yes, sir. We fed them all the time, the York passengers and the Golofnin Bay. We had passengers that were going to York, and we fed them all the time that we were there—all the time going down and back, as we had to carry some of them to Golofnin Bay.

Q. While lying at Nome, did you feed the Nome passengers until they were put ashore?

A. Yes, sir, one and all.

Q. And nobody went hungry necessarily?

A. No, sir, not at any time.

Cross-Examination.

Q. (By Mr. CARROLL.) Did you know of this complaint being made to the captain by the passengers in what you call the steerage?

A. Nothing more than what I know now.

Q. You did not hear it on board the ship?

A. Yes, one or two complaints, as I said, in regard to the mush; that was all.

Q. You did not talk with the captain about that complaint?

A. He called me up there and told me about it because they went up to the captain in regard to it.

Q. What did he say to you about it?

A. He told me to see into it and to go down and find out.

Q. Did he tell you what the complaint was?

A. In regard to the mush; that was all.

Q. Only in regard to the mush?

A. Only in regard to the mush; that is all.

Q. When you went down to the steerage you saw about the mush?

A. I did not have to go down. My steam kitchen is right up above the steerage, and I went to the steam cook and examined it myself up above.

Q. Did you go and consult the passengers?

A. Yes, sir.

Q. The people that complained about it?

A. Yes.

Q. Did you learn from them why they complained?

A. Because they said it was not cooked enough, and

the parties that complained to me I gave them mush right out of the pantry, the cabin pantry for to satisfy them.

Q. So far as you know was it a fact that it was not cooked?

A. Well, it was the fault of the steam cooker, that is all.

Q. Therefore there was, so far as your investigation went, there was cause for complaint.

A. In regard to the mush not being cooked a little better, that is all, I think.

Q. Now, after that was it properly cooked?

A. Yes, sir, there was no complaint made afterwards—none whatever. That was before we got into Seattle.

Q. How many times a day, Mr. Houston, did you visit the steerage and the department cooking for it?

A. Three times a day; I used to be down there every meal.

Q. Did you see those victuals served out to the passengers?

A. Yes, sir.

Q. Were you present every day when it was served out?

A. Yes, sir, and also in the cabin.

Q. You saw the way it was handled?

A. Yes, sir.

Q. And the way it was cooked? A. Yes, sir.

Q. And the way it was served? A. Yes, sir.

Q. Did you hear any complaint?

A. Not after we left Seattle.

Q. After that you heard no complaint about the service?

A. Nothing at all.

Q. Or about the condition of the food?

A. No, sir, nothing at all, none whatever.

Q. No complaint to you about the water?

A. Well, only this old gentleman came to me, and I told him he would have to wait a half an hour until they would open the pump.

Q. He was the only one?

A. He was the only one that used to come to me. Well, he was lame and I told him he would have to wait half an hour until the pump opened.

Q. Was there any means of giving them a drink until the pump opened?

A. Yes, sir, but then they had used it for washing purposes; they used to go there and use it for washing purposes.

Q. Then the water was where they could get at it at all times?

A. That condenser was there if they wanted it.

Q. Was this condensed water?

A. Condensed water in the scuttle buckets if they wanted it.

Q. That was not exhausted at all? A. No, sir.

Q. It was the fresh water that was lacking at the time?

A. When we have that many people on board a ship you have got to detail.

Q. Were you present when the water was served out each day?

A. I was not present but it was served one hour three times a day.

Q. One hour three times a day?

A. Yes, sir, from 6 to 7, from 4 to 5, and from 11 to 12.

Q. And that was when the water was served?

A. Yes, sir, and there was a notice up there, and you

can go down and see it on the ship; it has never been pulled down yet.

Q. That was when the water was served?

A. Yes, sir.

Q. Were you present at the service at each of those times? A. Yes.

Q. Could you tell how much water was given to each man at this service?

A. No, sir, I could not tell you that. The engineer would be a better judge of that and the carpenter. I don't know how much the tanks would hold.

Q. Now, when the passengers went up to receive their water at the times you have specified, did they get it in vehicles of their own?

A. Those that had horses and cattle had their own gear with them and the ship's crew had theirs.

Q. How about the passengers—did they have pans to carry it in?

A. The crew would furnish that to them, fill the water tanks and everything.

Q. And then they went and took it out of the tanks when they wanted it? A. Yes, sir.

Q. Where did the second steward leave the vessel?

A. Here, the trip before last.

Q. At this port? A. Yes, sir.

Q. Did any leave at Dutch Harbor?

Mr. GORHAM.—Objected to as not proper cross-examination.

A. On the way down; that trip that he did?

Q. On that trip down?

A. Now, I don't remember—not coming back, that I know of; going up, I think there was someone left there, that was the first trip; there was three or four left the first trip in Dutch Harbor.

Q. In your department? A. Yes, sir.

Q. Who were they?

A. The pantry-man, the second pantry-man, and I think the steerage steward, too, if I am not mistaken, they all got off at Dutch Harbor, and I think they went on the "Ohio," I think.

Q. Did they make any complaint to you before they left? A. No, sir.

Q. Were they paid off?

A. No, sir, they went without their pay.

Q. (By Mr. GORHAM.) They jumped the vessel to go to Nome?

A. They thought they were not going to get paid off in Nome, and they jumped to work their passage up on another ship that came along. They thought they would not get paid off and that was the way they got off at Dutch Harbor.

(Testimony of witness closed.)

WILLIAM BRADY FIELDING, called as a witness in behalf of the claimant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. GORHAM.) State your full name, Mr. Fielding. A. William Brady Fielding.

Q. What is your occupation?

A. Purser on the steamship "Valencia."

Q. How long have you been purser on the steamship "Valencia"?

A. Within a month of two years.

Q. How long have you followed the sea?

A. I first went to sea thirteen years ago, and have followed it off and on, and I was some years off of it, and that would leave it, I guess, about ten years at sea altogether.

Q. In what capacities?

A. As freight clerk and purser; that is all.

Q. Were you purser on the "Valencia" on her voyage from San Francisco to Nome during the months of May and June, 1900?

A. Yes, sir, during the months of May and June.

Q. What are the duties of purser upon such a vessel as the "Valencia" in that trade that that vessel was in? Just explain generally the duties before you leave port and after you leave port.

A. His duties are numerous. In the first place, if he has no freight clerk on board, he has to receive freight—I had a freight clerk leaving San Francisco to receive my freight. I had to look after the general interests of the passengers, see that the boys—the waiters, showed the passengers to their places and where their rooms were, and on the company's account I had to look after cash and run their books for them. Any complaints in the service were supposed to be made to me. I am the bookkeeper, and I look after any complaints in regard to the passengers and the welfare of the passengers generally, and if there is any complaints to make in any way they are assigned to me.

Q. Have you anything to do with requisition for sup-

lies for the steamer before she leaves port upon a voyage?

A. Not upon that boat; no, sir.

Q. Were there any complaints made to you on that voyage from San Francisco to Seattle by any of the steerage passengers?

A. I don't remember any; no, sir; I don't remember any.

Q. Were there any complaints made to you by any of the steerage passengers as to their not being assigned second-class accommodations but steerage instead?

A. I don't quite understand the question you asked me and I would like to repeat that again.

Q. Were there any of the steerage passengers who had what was called second-class tickets who claimed that they were entitled to better accommodations than that which was given to them?

A. Well, now, not any that claimed—I could say no, that there was not, but I would like to make a remark in regard to that.

Q. Certainly, but answer it yes or no.

A. I would not like it to go down because I don't know whether I am right in it.

Q. Everything goes down that you say.

A. There is nothing wrong in my saying it. On the Pacific Coast—the Pacific Steamship Company, the company I always work for, and also the Mail Company, called steerage second-class. Their tickets—all those companies—their tickets are printed second class, meaning steerage, or vice versa, and the tickets are printed "Second class." There is no such thing as first class, second class and steerage; it is first class and steerage with all the com-

panies, and our tickets are all printed, on the tickets, second class, meaning steerage, and the same with the Pacific Coast Company and usually with all the companies, so far as I know, running to Nome. That is the remark that I wanted to make on the side.

Q. Were there any complaints made *to by any* of the steerage passengers on the voyage after the vessel left Seattle and before her arrival at Nome?

A. No. No, there were no complaints made; that is, there was nobody came to me in my room—none of the passengers came to me to my room and made complaints.

Q. Was there any individual passenger came to your room or to you any place on the ship making any complaint to you?

A. I had individual passengers come to me once in a while about some little thing which they didn't like, and which I remedied at the time and which did not amount to much, and which was remedied at the time. But there was no one came to me in a general way and made complaints.

Q. When those little incidentals were mentioned to you what was done by you?

A. Always looked after and fixed as they claimed to their satisfaction; they never were made twice, never.

Q. Were any complaints made to you by any of the steerage passengers that the food they received was impure or improperly cooked? A. Never.

Q. Was there any complaint ever made to you by any of the steerage passengers that the meat was rotten?

A. Never, not on the trip, although I will say I heard of this petition that was taken to the captain, but they

passed me altogether. They did not show it to me or read it to me or speak to me about it.

Q. That was on the first part of the trip?

A. I don't know which part of the trip it was. I won't state, but it never came to me.

Q. Did you have supervision over the steward's department?

A. I had supervision in this way, that I am supposed to be the head of the steward's department, but only in hiring and disposing of men. The steward himself takes care of furnishing the provisions, and checking the provisions on board and giving out the provisions and everything connected with provisions I had absolutely nothing to do with. I keep the accounts of the steward's department, and the money that he took in for the sale of liquors and cigars I handled, and had charge of it that way, but absolutely nothing in regard to the handling of the cooks or the provisions or anything else—naturally, I am not a provider.

Q. Was it part of your duty on that voyage to make an inspection of the ship? A. It was.

Q. In connection with whom?

A. Under the captain's instructions I inspected the ship at eleven o'clock every day. The steward and I went through the deck-rooms, cabin-rooms, the lower deck-rooms, the saloon-rooms, and through between decks where the steerage passengers were located every day at eleven, or as soon after as we could get there every day. I made a written report to the captain of the condition of the ship every day.

Q. Every day? A. Yes, sir.

Q. After the inspection was over?

A. After the inspection was over each day I made a written report.

Q. And filed that with the captain?

A. And filed that with the captain; yes, sir.

Q. Now, can you remember whether you had occasion at any time to state in that report that the condition of the ship or any part of it was unsatisfactory?

Mr. CARROLL.—Objected to as irrelevant, immaterial, and incompetent for the reason that the report itself is the best evidence.

A. That question I can't answer very thoroughly; I can answer that, to my present recollection and belief, I may have several times, and probably did, reported little inaccuracies or little things about the steamer that were not running right that when I saw them I would report to the captain, but I cannot remember any particular time or thing, and I know there was nothing very important or I think I would have remembered it, but at any rate the report will show.

Q. Then this report to the captain upon your part was not a mere perfunctory duty like filling out a blank, but it was a statement of the actual condition of things on board the ship?

A. No, sir, it was one of my duties, an important one that I did, sir, the same as keeping the cash-books.

Q. It was a statement of facts?

A. It was a statement of facts, or it was supposed to be, and it was. I would be blamed if it was not. I was supposed to report everything that was wrong.

Q. Did you ever have any of the passengers complain to you that they had made complaints to the steward of the food or water, or the lack of water or the lack of food, and that the complaints were unheeded?

A. I don't remember any such report, sir.

Q. How long have you been ship mate with the present steward?

A. The present steward and I came on the ship together and ran to Manila. We went to work on the same day.

Q. About how long ago, two years?

A. Very nearly two years. At the same time that I was on the ship, within a month of two years.

Q. Did you hire the steward or the captain?

A. The captain hires the steward and all men; I hire nobody.

Q. From your experience as purser on ocean-going vessels do you consider Mr. Houston a competent steward for a passenger vessel of the size of the "Valencia" in the trade that she was in?

A. I did, yes, sir. I will say further that he was a steward of just as good a boat—he was on the "Alki" for the Pacific Coast Company, and was satisfactory to them during the rush to Skagway.

Q. What was his general conduct towards the passengers including the steerage passengers, on this voyage?

Mr. CARROLL.—Objected to as irrelevant, immaterial, and incompetent.

A. I don't understand you.

Q. What was his general conduct?

A. His general conduct?

Q. Yes.

A. As far as I know, I didn't follow him around, it was pleasant; he did not, to my knowledge, insult anybody. Sometimes he had a quick answer for them, naturally.

Q. I don't mean that. I mean was he attentive to his duties in looking after their welfare and comfort or otherwise?

A. As far as I know he was.

Q. How far did you have an opportunity to observe?

A. Naturally, I did not follow him around the meals. I went into meals very regularly; once in a while I had meals in my room, but my room is right at the cabin fore-hatch, right near the cabin and whatever kicking I would hear, if there was any trouble, I always heard through the windows.

Q. I referred to the steerage passengers.

A. Yes, sir, I am right close, right next to the steerage; that is the reason I said I would have heard anything that had gone on, and I had no knowledge of any particular kick against him. I had something like five hundred steerage passengers, and would hear them around the window, and I am telling you as I believe—making this complaint and that complaint among themselves, something that didn't go right, but if there is any reasonable kick they would come to headquarters—I didn't hear of any and I don't think there was any.

Q. Was the steward on this voyage at all intoxicated?

A. Not that I know of.

Q. To your own personal knowledge, you would see him every day?

A. Not to my knowledge. I saw him every day and a good many times a day.

Q. Witnesses and libelants in this case testify that the steward was drunk every day on that voyage; is that true?

A. I know it is not and I will swear that it is not, willingly.

Q. I show some letters addressed to you as purser of the vessel and "To whom it may concern." State where you have seen those before and where you first saw them.

A. That letter I recognize as given me by Mr. Paderewski that went up with us. And there is one man there from San Francisco. I never met him before, but I knew him by reputation; he was a passenger on our vessel and he gave this to me of his own free will.

Q. Look over those letters and see if there are any second-class passengers whose names are signed to those letters.

A. Yes, sir, two.

Q. I will ask you where you first saw those letters.

A. I saw them in the Behring Sea within a few days before I got to Nome.

Q. Were they delivered to you?

A. They were delivered to me and carried to me personally.

Q. By the writers? A. By the writers.

Q. And they were second-class passengers?

A. Yes, sir, I know the address of one of them yet,

that is Mr. Archie, and one of those parties is still up there in the Port Clarence District now.

Mr. GORHAM.—We now offer these letters in evidence.

Mr. CARROLL.—We object to them as irrelevant, immaterial and incompetent.

(Letters received in evidence and marked "Claimant's Exhibits Nos. 2 and 3," respectively).

Q. State whether or not food was supplied to the steerage passengers upon the arrival of the vessel at Nome continuously until they were landed at Nome.

A. They were all fed three times a day until they got off the steamer, to my knowledge.

Q. Do you know of Mr. Birt's and Mr. White's shipment of freight?

A. I am sorry to say without looking at my record I can't tell you. I have a record in full of all those things.

Q. They complained that their goods were not delivered until about the 27th of June, ten days after the first arrival of the vessel at Nome?

A. The records will show in delivering the freight just when it was delivered. We delivered freight as fast as they would give us lighters. I stayed up night and day and checked freight, and I hardly think I stayed up twelve days and nights. But we made a trip to Golofnin Bay because we could not get lighters at Nome. We landed freight just as fast as they could take it, and we used all reasonable dispatch—in fact, we had the reputation of doing better than some other of those steamers that were there two or three weeks.

Q. When you delivered it to lighters did you deliver it to your own agent at Nome or was it delivered to a lighterage company?

A. It was delivered to a lighterage company—whether the company at that time had any interest in that company or not I don't know. I don't know how it stood, but I heard the remark made that there was so much a ton paid for it by our company, so I hardly think it was their lighters, but I could not tell you.

Q. Did you refuse at any time to deliver Mr. Birt's personal baggage or Mr. White's personal baggage before they left the ship—first I will ask you if they made any demand.

A. I don't remember any demand for anybody's particular baggage. The baggage was all checked and we got the baggage out first; naturally, we tried to do that and we did, before any other freight.

Q. Do you remember any steerage passengers complaining that the baggage was not delivered?

A. I don't recall of anybody and I was on the ship all the time.

Cross-Examination.

Q. (By Mr. CARROLL.) Do you know any of the libelants in these cases against the steamship "Valencia"?

A. No, sir, I don't even know their names. I heard their names but I don't remember them.

Q. You would not recognize any of them, would you, if you met them?

A. I don't think I would; I could not swear.

Q. This gentleman here on your left (pointing)?

A. I could not say. I know his face but I could not tell whether he was there or not.

Q. And this gentleman here (pointing to Mr. Grismore), do you know this gentleman?

A. No, sir. His face is familiar to me as a passenger. I think he was a passenger but I don't remember him.

Q. His name is Grismore; he is one of the libelants.

A. Well, I don't know them.

Q. You don't know these men?

A. No, sir; no more than to see him as some other passengers.

Q. And this is Mr. Scott (pointing)?

A. I don't know him.

Q. You say you don't know anything about the written complaint that was made to the captain?

A. No, sir, it didn't come to me at all. I heard about it; that's all. I didn't see it or read it.

Q. You made the inspections which your duties called you to make and at the time that your duties permitted you to make them?

A. I made it at a time assigned for making it, eleven o'clock every day the boys were supposed to have their rooms ready for inspection.

Q. At this hour of the day the rule of the ship and your duties required you to make this inspection?

A. Yes, sir.

Q. And you reported things just as you found them on that tour of inspection?

A. Yes, sir, in writing.

Q. Now, while making the inspection at any time during that voyage, were you told by the passengers in the steerage of the bad condition of the food furnished them—in other words, was there any complaint made to you during any of those inspections about the victuals furnished them? A. No, sir.

Q. Were the passengers always present at their bunks during the inspection?

A. I hardly think so; no, sir. The inspection was at eleven o'clock; the passengers were not confined to any place or part of the ship; they went where they pleased.

Q. The rule did not require them to be present?

A. No, sir, you could not make them present, and they were not present at any rate.

Q. On any of these inspections did you find the condition such as would warrant you in giving special instructions regarding them? A. In some cases, yes.

Q. You found conditions that needed to be bettered?

A. Yes, sir.

Q. You found conditions that needed the attention of some person to change them? A. Yes.

Q. Did you see that those conditions were changed for the better? A. Yes.

Q. You superintended the changing of conditions for the better?

A. I reported it to the department where it belongs and then investigated and found out whether it was done or not, and in every case I found it was done.

Q. In every case you found your report acted upon for the better? A. Yes, sir, acted upon immediately.

Q. There was no complaint made direct to you about the food? A. No, sir, no complaint.

Q. During your inspection you found nobody to complain? A. Nobody came to me and complained.

Q. Now, Mr. Fielding, please state if you can remember, one of the things, or more than one of the things, that you found during those inspections at one or more times which called your attention to the necessity of applying a remedy and a change for the better.

A. Yes, sir, now as I remember—this is all taken down—in the first place, at one time I found the steam pipe from the engine-room leaking and running through the upper deck—it was between decks where the passengers were located; I found them leaking on two or three different occasions and immediately reported to the chief engineer, and they were immediately fixed within a half an hour after I reported it. I found electric fans broken down several times and immediately reported it, and they put in the necessary work and got them running again, and they were all running when we reached Nome, as far as I know. The third time I found that the scuppers in washing down, that they contained a little water which was not healthy—the scuppers at the side—the outlet was stopped, and I immediately had them attended to. That is all I can remember. All those things were fixed within two hours and a half at the very utmost.

Q. You say you did not employ and had no authority to employ the help in the different departments which came under your supervision?

A. No, sir; I had no right to employ anybody; that is not in my line.

Q. Who employed the help or assistance of the steward?

A. The steward himself runs his department and employs his men.

Q. He fixes their wages?

A. No, sir, the company fixes the wages, which are well understood, and they are equal to all the well-established companies on the coast.

Q. He had a rule laid down to him as to the pay he was to give people that he employed?

Mr. GORHAM.—Objected to as not proper cross-examination and as unnecessarily incumbering the record, and for the reason that there is no issue in this case in reference to the wages of the men.

A. The wages are made by the office, and given to the steward, and he employs the men at the wages the office fixes, and they are stated and regular wages and they are not changed from trip to trip.

Q. And he has supervision of those men in his department? A. Entirely.

Q. Who deals out the food for the passengers from day to day or from time to time?

A. You will have to explain that.

Q. That is, who gives out the victuals or food for the passengers? A. The mess cook.

Q. Who gives it out to the cook?

A. The steward has—well, it is quite complicated; it would take quite a while for me to explain that.

Q. Who handles it—who deals it out to the cook first?

A. The steward's storekeeper who answers to the steward.

Q. He is an employee of the steward's department?

A. He is an employee of the steward's department.

Q. He deals it out to the cook? A. Yes.

Q. He then must be informed as to the number of passengers to be supplied?

A. Most certainly; yes, sir.

Q. And he must also be informed as to the particular meal and the amount of victuals or food and dishes that have to be provided for each meal?

A. Now, you are getting too far. You are asking me a question that the steward alone can answer. I am not acquainted with those details.

Q. You don't know anything about it?

A. No, sir, that's right. There is a man dishes out the stuff for the steward under the steward's orders.

Q. You had no opportunity, and your duties did not call upon you to inspect or investigate those victuals that he was giving out to be cooked?

A. Well, I inspected the kitchen and the steam kitchen—there are two kitchens. I inspected them every day; I made an inspection thoroughly of them, and if there was any bad meat or anything that was not right around there I am sure I would have known it.

Q. You looked over the victuals that were handed out—in other words, the victuals that were to be delivered to the passengers, did you inspect them?

A. I looked over the butcher's supply as they laid

there on the table at eleven o'clock. I inspected the meat, smelled a good deal of it every day as it was being cut up, and if I had noticed any meat that I thought the meat was not right I would have called his attention to it and see that it would not have gone through.

Q. Now, where you inspected the victuals and food, that was to be served out, was in the butcher's department? A. On the butcher's table, yes.

Q. You did not go any further than that in regard to the meat? A. No, sir.

Q. Did you at any time during that voyage have occasion to note what has been called in this case by several witnesses the "Mulligan"?

A. I beg to be excused; I don't know what you mean.

Q. You don't know this dish?

A. I have not heard the expression.

Q. You don't know this dish "Mulligan"?

A. No, sir; that is on my word and honor I have not heard of it.

(Testimony of witness closed.)

ANDREW T. LOWELL, called as a witness in behalf of claimant, being first duly cautioned and sworn, testifies as follows:

Q. (By Mr. GORHAM.) What is your occupation?

A. Seaman.

Q. You were connected with the steamship "Valencia"? A. Yes, sir.

Q. In what capacity?

A. At present I am first officer.

Q. How long have you been connected with the steamship "Valencia"? A. Since about the 25th of May.

Q. You sailed from San Francisco on her last May?

A. Yes.

Q. On her voyage to Nome? A. Yes.

Q. How long have you followed the sea?

A. Since 1887, November, '87.

Q. In what capacities?

A. In all capacities from cabin-boy to master.

Q. What character of vessels?

A. Sailing vessels and steamers.

Q. In what waters?

A. The waters all over the world.

Q. Ocean going? A. Yes.

Q. What was your position on the ship on this voyage of the "Valencia" from San Francisco to Nome in the months of May and June, 1900?

A. I was second officer.

Q. What are the duties of second officer on that ship for that voyage?

A. We were in charge of the bridge day and night, the second and third officers; we were in charge of the bridge altogether. After I went down at eight o'clock we had charge of the ship when we were at sea, except, of course, while we were in the sound, you might say.

Q. What opportunity did you have for observing the general treatment of the ship's crew towards the steerage passengers?

A. I was up day and night during that time—of course we stood our regular watch—the watch officers' stand,

regular watch, and when it was my watch on deck I used to go through the ship every two hours, and the third officer did the same thing.

Q. That is, through the steerage quarters and all?

A. That is through everything, around among the horses and down through the three steerages, and in fact all over the ship.

Q. You kept that up during the entire voyage?

A. Yes, sir.

Q. What complaint, if any, was made that you know of on the voyage of the "Valencia" from San Francisco to Seattle?

A. The only complaint I know of was that one of the steerage passengers; I don't know his name and I don't know who he was. I know it was made just before we got in here and I heard him talking.

Q. To whom was the complaint made?

A. It was made in writing to the captain.

Q. Go on.

A. I heard some talk outside my room. This man went around—I don't know who he was; I didn't get out of my bunk—and he asked other men to sign his petition and they refused to do it, in front of my room; I don't know who the party was but evidently it didn't amount to anything. I heard them refuse. One man that refused to sign it was a tall, slight man; he was a steerage passenger; in fact, they were all steerage passengers.

Q. What reason did he give for refusing to sign it?

A. He said the ship was treating them as good as they could be treated. I heard this conversation.

Q. What complaints, if any, were made that you know of by the steerage passengers after the vessel left Seattle?

A. None whatever.

Q. Not that you know of? A. None.

Q. What was the character of the food in regard to the quantity, served to the steerage passengers on that voyage?

A. Well, I saw it served some time during the day—I mean either breakfast or dinner or lunch or dinner, something like that, and I should judge it was sufficient. I never heard any complaints.

Q. You never heard any complaints?

A. No, sir.

Q. And you say you saw it served at least once a day? A. Yes, sir.

Q. During the entire voyage? A. Yes, sir.

Q. Now, as to the character of the food as regards it being pure or impure, did you ever hear any complaints?

A. Never; no, sir.

Q. As regards its being properly or improperly cooked?

A. I never heard.

Q. What opportunities did you have for observing as to whether the food was properly cooked or not on that voyage in the steerage quarters?

A. Well, I had to pass the galley and the cookroom every day and I saw all the cooks and waiters busy and I saw the food; there was never a day passed but I saw the food in some form served at some time in the day. I never saw anybody bringing anything up or saw anything that was not all right.

Q. Did you hear the captain offer to reward any steer-

age passenger who would bring him any boy on the ship or any member of the crew who sold him food?

A. I did; yes, sir.

Q. What response was made to that offer of the captain?

A. None whatever. At that time the watch had just relieved me and the petition had been up there. I went down in the messroom; the captain had been through the ship every day to my certain knowledge, and I was in the messroom; of course the officers have a messroom, where I could hear the captain as he came by the door, and he said, "I will give twenty dollars to any man who will show me where food has been sold on board the ship," and he said it in a very loud voice and we all heard it in the messroom at the time.

Q. Where was he when he said it?

A. He was passing the alleyway. Say this would be the alleyway of the ship, and we were in the messroom like that (illustrating).

Q. Now, as regards the water, did you at any time receive any complaints or hear any complaints of the insufficiency of the water on the part of the steerage passengers?

A. No, sir, I never did. I got orders from the mate to have the tanks filled every night or whenever there was any need for it.

Q. Have you any knowledge of the amount of water furnished?

A. There was about twenty thousand gallons of water when we left Seattle.

Q. Do you know how much of it was used when you arrived in Nome?

A. No, sir, I do not. We filled the tanks at Dutch Harbor.

Q. Do you know how much of it was used when you arrived in Dutch Harbor? A. No, sir.

Q. Do you know whether or not it was exhausted?

A. No, sir, it was not indeed.

Q. How many times a day did they furnish water?

A. Three times a day to my knowledge.

Q. Drinking water?

A. Three times a day, and twice a day to the animals.

Q. Was this fresh water they furnished the passengers?

A. Yes, sir, I used to drink it myself.

Q. Did the tanks contain water enough for the needs of the passengers each time they were served, for drinking purposes? A. Yes, sir; they did.

Q. For instance, you have tanks holding so many hundred gallons of water, and you say those tanks were open for use by the passengers three times a day. Now, could all the passengers get sufficient water from those tanks during those three periods?

A. You misunderstood me. The tanks were open all day. Three times a day we filled those tanks.

Q. Then how soon would they run dry after filling them? What I want to get at is whether there was enough water in the tanks to furnish the passengers with sufficient water for drinking purposes.

A. I don't know just how much they would hold. I can give you an idea of the size of them.

Q. I want to know the facts; I don't want to know the exact measurement of them. Did you hear any complaints as to lack of fresh water for drinking purposes?

A. No, sir.

Q. Were you in a position to hear complaints had there been any such complaints?

A. Yes, sir, I would.

Q. Did you hear complaints made to anybody else besides yourself? A. I did not.

Q. In reference to this matter?

A. No, sir, I did not.

Q. Now, in reference to the stock, Mr. Lowell; you carried some stock on the main deck and the hurricane deck? A. Yes, sir.

Q. Forward of the hatches leading down to the steerage quarters? A. Yes.

Q. How far forward was the aft stall of the forward part of the hatch—what was the distance between the forward part of the hatch and the aft stall?

A. Three feet.

Q. And what, if any, contrivance was there, either in the build of the ship or otherwise, to protect the steerage quarters from the excrement of the animals?

A. Well, in every ship that is ever built there is what they call a crown or dome to the deck; that is, from right fore and aft there is a line built, and from there to what we call the bilges, and they call it the scuppers and they call it the gutters, and on sailing ships we call it the waterways. On that ship there is a slope of at least four inches from the middle of the ship, from right aft at the stern to the bow, and each side there is a drop of four

inches athwart ships, or about that; I don't know exactly how much it is, I never measured it, but it is somewhere about that. Any ship that has ever been built has that drop to her. There is a crown or dome on the deck, called on an English ship they call it a dome, and on an American ship they call it a crown, and that runs from aft forward, and then the deck drops off very gradually to the waterways or the scuppers, or whatever you call them. They call them gutters on a steamer and we call them waterways on a sailing ship.

Q. Did the excrement from the horses in any way interfere with the comfort or cleanliness of the steerage passengers? A. It was impossible.

Q. Explain why it was impossible.

A. Well, every day the ship was washed; every day before the passengers were up the ship was washed down. We had daylight there all the time; of course leaving here we had daylight to four o'clock. At half-past four the ship was washed down thoroughly. All those stalls were cleaned and it was thrown overboard through a scupper or through a chuck, which was a place where the line goes out, you might call it a scupper; and that stuff was thrown out on each side, and then the ship was washed down thoroughly and the water ran into the gutters, and at no time during the day was there standing water from the horse stalls.

Q. As the horses would accumulate more of this excrement during the day, what became of it?

A. It dropped in the stall behind them; it did not drop in the deck at all.

Q. How were they fastened?

A. The horses were fastened inboard.

Q. Was there any coaming around the hatch?

A. Yes.

Q. How high?

A. I should say it was six inches; I don't know, I never measured it.

Q. This was on the main deck?

A. On the main deck.

Q. Now, this steam cooking apparatus; where was that, relative to the hatch leading into the steerage quarters?

A. That was about six feet from the hatch.

Q. Forward or aft?

A. It was abaft the entrance to the steerage or the second-class cabin, or whatever you might call it.

Q. And what were the dimensions of that hatch, about?

A. Well, the hatch—do you mean just the entrance?

Q. The dimensions of the hatch.

A. There was two hatches; there was one part that was cut off so that they went up and down. That was put on when she was on the trade on the other side. That was about 6x14, but the hatch itself was about 22x24.

Q. The sections were lifted from the forward end?

A. Yes, sir.

Q. Now, in regard to the steam heating apparatus.

A. That was abaft the entrance of that, too; it was one side about six feet and abaft the hatch, perhaps, two feet; that is abaft the entrance to where the passengers used to go up and down.

Q. How far would that be away from the horse stalls?

A. Ten feet.

Q. Now, in the serving of the food, it has been testified here by the libelants that the food was served in pans from this steam cooking apparatus, and that these pans were set down into the horse manure and urine singly before they were taken below, and as they were about to be taken below they were piled one on top of the other, so that the excrement from the bottom of the top pan would mingle in the pan below it with the food; what opportunities did you have for observing whether that was the fact or not?

A. I had every opportunity possible, and it was impossible for them to do such a thing.

Q. Explain how it was impossible.

A. In the first place, the horse stalls were above the deck about an inch and a half, and there was a scantling put in there so that they were above the deck that much, and every horse stall had a partition between it, of 2x4 (illustrating), they are in that form—with the outboard part toward the gutter, and there was a place where they cleaned this out every morning, and the part towards the steam cooking was about here (showing), and it was absolutely impossible for them to get anything through there in any way whatever, and it is there now for inspection for anybody.

Q. That is as far as the steam cooker was concerned, but so far as the pans with the food in were concerned, what opportunity did you have for observing the pantry boys or the steward boys in preparing to carry the food down below would set it into the manure and urine?

A. The cooks were four feet abaft that. If there was anything went down there—they could not get it in there

anyway, it was impossible—there was no way possible unless they took it out for mere spite and got it in there—it was impossible to get it in there.

Q. Did you hear any complaints from any of the steerage passengers that their food was fouled with such matter? A. No, sir.

Q. At any time during that voyage? A. No, sir.

Q. What was the general conduct of the officers toward the steerage passengers?

A. As far as I could judge, it was all that could be expected.

Q. Was it all that was usual on board a passenger ship on the Pacific Ocean?

A. It was indeed, sir; it was as good as anything on any ship on the coast.

Q. Did the officers from the captain down exert themselves for the comfort of the passengers, or otherwise?

A. I think they did—they done all that was possible. The captain received a testimonial from the steerage and deck passengers before he got to Nome.

Q. What was the general feeling among the passengers, so far as you were able to observe, in reference to their satisfaction or dissatisfaction as to the manner in which they were treated on the voyage?

A. I think everything was satisfactory. I heard several of the passengers—in fact I heard very many of the passengers say they could not have been treated better, and our ship this time was loaded with passengers that went up with us the first time.

Q. I referred to the steerage passengers.

A. I am speaking of those.

Q. And you brought back a number of the steerage passengers that went up on that voyage?

A. We brought back steerage passengers first-class that went up on that voyage; I don't remember the names.

Q. Did you bring back any steerage passengers in the steerage? A. No, sir.

Q. Why did they come back first-class instead of steerage?

A. Because they had money enough to come that way.

Q. Did you have anything to do with discharging the cargo at Nome? A. I did.

Q. Do you know Mr. Birt, one of the libelants in this case? A. No, sir.

Q. An elderly gentleman—stout, short and lame?

A. No, sir.

Q. Did you have any of the steerage passengers inquire of you for their baggage upon the arrival of the vessel at Nome? A. I did not.

Q. None of them made any inquiries of you?

A. No, sir.

Q. How did they get their baggage?

A. The baggage was put on shore as soon as we could get it. We would put the passengers on shore first, and then we would put what baggage we could, until we left—when it got too rough we went to Golofnin Bay.

Q. I want to get at the methods you used up there—you did not deliver the baggage to the passengers while they were on the ship?

A. We delivered their personal effects.

Q. Their baggage that was checked?

A. No, sir, the company looked after that.

Q. That was put on shore?

A. Yes, sir, all checked baggage was put on shore on the first day when we got in there with the passengers.

Q. Are you sure of that? A. Yes, sir.

Q. When you returned from Golofnin Bay was there any checked baggage remaining on the vessel that was destined for Nome? A. No, sir.

Q. You had personal knowledge of that matter?

A. Yes, sir, I did, and I have now.

Q. Now, as to freight shipments, both Mr. Birt and Mr. White, who are libelants in these cases, complain that certain shipments of freight made by them on this vessel on this voyage were delayed in delivery at Nome some ten days; do you know anything about that?

A. On account of stress of weather, sir, if at all, you are liable to it in any port outside of the United States.

Q. Explain the reason why you are subject to it.

A. Through wind, through the sea that is running you can't get a lighter alongside, through lack of lighters. Lighters that are not sent out to you and any such a thing.

Q. What efforts were made to dispatch the discharge of cargo upon your first arrival at Nome?

A. As soon as the lighters were alongside we would put everything into her that she would carry and send her away as soon as possible.

Q. What efforts were made to secure lighters?

A. Ashore?

Q. Yes. A. I don't know as to that.

Q. How long did you remain at Nome after your first arrival there on June the 17th, how many days?

A. I think twenty-four hours; I think we went to Golofnin Bay—I don't remember that exactly. We got all our passengers ashore there.

Q. Did you discharge all the cargo for Nome before leaving for Golofnin Bay?

A. We discharged all the passengers and their checked baggage, but not all the cargo; no, sir.

Q. Why didn't you discharge all of it?

A. It was impossible on account of the sea and the lack of lighters.

Q. Explain the conditions at Nome in reference to lighters and in reference to the sea and the open roadstead there, and the facilities or the lack of facilities for quick discharge.

A. At the time we were in there there were very many ships in there, sailing ships and steamers, and all that sort. It is an open roadstead. It is right out in the Behring Sea. We were anchored in about seven fathoms of water—that is, forty-two feet—and we were in just as far as we could be, and the lighters came out and we delivered our passengers, our baggage and all the freight that it was possible to it. At the time there was a southerly wind sprung up and we had to get out of there. They told us we could not get lighters for sixty-three hours or something like that, and the result was that the captain went down to Golofnin Bay.

Q. Was it safe to remain there, independent of whether you could get lighters or not? A. No, sir.

Q. Some vessels pulled out? A. Yes, sir.

Q. And went far out? A. Yes, sir, went out.

Q. Even if they did not go to another port?

A. I think so. There were two of them pulled out at the time we were in there—I can't say as to the rest of them.

Q. You have been in the port now, how often?

A. Four times.

Q. How long did you remain at Golofnin Bay?

A. I don't think we were there over eight hours.

Q. And you came back to Nome?

A. Yes, sir, and came back to Nome.

Q. How long did you remain at Nome at that time?

A. Until we had most of our own freight out, and then there was another case the same as before; there was a heavy sea and the lighters could not get out to us.

Q. And wind?

A. Well, it was not so much wind, but it was the sea. The wind does not amount to much, it is the sea that will wreck you in there, and we went to York.

Q. How long did you remain there at that time, how many hours?

A. I don't remember.

Q. Was it a day?

A. No, sir, we were there about twelve hours.

Q. And then you went to York?

A. Yes.

Q. How long did you remain at York?

A. We were there from about nine at night until four in the morning.

Q. And came back to Nome?

A. Came back to Nome.

Q. How long did you remain at Nome at that time until you left for the south?

A. We remained at Nome at that time until everything was out of the ship.

Q. How much of a run is it from Nome to Golofnin Bay and return? A. About sixty miles; about ten hours.

Q. And how much of a run is it from Nome to York and return?

A. That would be a little longer—do you mean just going and coming?

Q. Just going and coming.

A. I should judge that was about fourteen hours.

Q. Do you remember how many days you remained at Nome the last time you put in there on this voyage when you arrived from York?

A. Well, that is another case about the same as the first.

Q. I am speaking about this general voyage; was it four or five days or ten or fifteen days—do you remember when you left Nome for the south? A. I do.

Q. When, what time in June or July?

A. Well, I don't mind the day. I could tell you from the logbook. We have all that down; it is in the official log—it has to go in the logbook.

Q. How did the discipline maintained on board the "Valencia" of the crew compare with that of other vessels in that same trade?

Mr. CARROLL.—Objected to as irrelevant, immaterial, and incompetent.

A. I think in every way it was far above the average.

Q. How did it compare with that on vessels in the trade in the Pacific Coast and in the States Coast.

A. Equal to it in every way.

Q. Have you heard any of the passengers on that voy-

age make any remarks or comments on the discipline maintained on that ship for that voyage?

A. Yes, sir, I have.

Q. By whom have you heard them made?

A. By several of the steerage passengers.

Q. When?

Mr. CARROLL.—We make the same objection.

A. In Nome. They came out on board to see us, and they said it was far above any ship that came up there.

Q. I will ask you whether you know how the vessel ranked as a passenger carrying vessel as to caring for the comforts of the passengers, as compared with the "Senator," and the "St. Paul," and the "Oregon," and the "Santa Anna," the other large ocean-going steamers.

Mr. CARROLL.—We make the same objection.

A. In respect to the "Santa Anna," she was not in it at all, and with the others she was equal and above.

Q. You mean the "Santa Anna" was better than the "Valencia"?

A. I mean she was not as good.

Q. How about the other vessels?

A. She was equal and above it in every way. I had an opportunity of observing from personal observation.

Cross-Examination.

Q. (By Mr. CARROLL.) In carrying passengers on the Pacific Coast, Mr. Lowell, what are the classes as to first, second and third?

Mr. GORHAM.—Objected to as not proper cross-examination.

A. I have never seen but two classes, first and steerage—we carried first and second class.

Q. And your second class was steerage according to the custom? A. No, sir.

Q. What were your opportunities and your duties also in regard to inspecting the apartments of the passengers complaining in this case?

A. I went through the ship every two hours while I was on watch, through the ship.

Q. Do you mean to say that you visited those quarters every two hours?

A. Yes, sir, both day and night while I was on watch.

Q. How long did your watch last at any one time?

A. In the forenoon it was four hours and in the afternoon it was six hours; in the evening it was from six until twelve and from twelve at midnight till four in the morning, and from four to eight in the morning.

Q. And every two hours on your voyage you visited the steerage department, as we designate it?

A. Yes, sir; but understand this watch did not come right in routine; it did not put me in for twenty-four hours a day.

Q. I have reference solely to your time when you were on watch.

A. Yes, sir, when I was on watch.

Q. Every two hours of your watch you visited this department? A. Yes, sir.

Q. Where those passengers now complaining slept and ate?

A. I did, yes, sir. I had a man to relieve me that had a master's papers.

Q. You said that water was dealt out I believe three times a day? A. Yes, sir.

Q. Did you notice during the voyage we are speaking of now—that is, between the 25th and 26th of May and the 17th of June last—that during that voyage the ship had posted up notices which read in substance thus: “Water from seven to eight in the morning and from four to five in the evening”?

A. No, sir.

Q. Were there any such notices up?

A. There was a notice from seven to eight in the morning, from eleven to twelve at noon and from four till five at night. I can give you a copy of the notice now if you wish it.

Q. Was there water dealt out at those hours to the passengers in this apartment?

A. It was; yes, sir.

Q. Was that water for drinking purposes or for cooking purposes or for washing purposes?

A. It was for drinking and cooking.

Q. Do you know whether the passengers washed—that is, the steerage passengers as we have been referring to them—washed in fresh water or salt water?

A. I don't know; they had water all the time—they got it at two hours at the time, and I couldn't say, I didn't taste the water.

Q. Then according to your knowledge of the conditions that prevailed there concerning water, there was no shortage at all?

A. Not to my knowledge, no, sir.

Q. And there could not be a shortage without your knowledge?

A. No, sir, I don't think so; no, sir, it was impossible.

Q. Now, Mr. Lowell, this steam cooking kitchen or apparatus which you have spoken of, what deck was it on?

A. That was on the main deck.

Q. How near was it to the horse stalls?

A. I should judge it was about eight feet from the horse stalls and six feet from the hatch.

Q. Now, on which side of the vessel was this cooking apparatus or kitchen?

A. On the port side; that is, the left-hand side facing forward.

Q. Whereabouts on the ship was it situated on the port side?

A. It was forward of the forward bulkhead, as we call it—forward of the alleyway on the port side of the second hatch—of No. 2 hatch.

Q. And from eight to ten feet of the stalls?

A. It was eight to ten feet from the stalls; yes, sir.

Q. Now, was the scuppers, or gutters, or waterways, as you have designated them, to the front or the rear of that galley or was it what you call a galley?

A. Well, it was the steam cooker—I don't know what you would call a galley—yes, sir, it was a galley in some sense—all the food was not cooked there.

Q. Were the scuppers or waterways to the rear or to the front of that?

A. They were a foot outside of it.

Q. That is between the outer edge of the port side of the vessel and this kitchen or cooking apparatus there was a space?

A. Yes, sir, there was space.

Q. And the gutters ran through that space?

A. Yes, sir.

Q. Now, in regard to the hind part of the stalls, I understand you to say that the horses faced in amidships, as it were?

A. Yes, sir.

Q. Now, in regard to the hind part of those stalls, did they go out to the scupper or waterway?

A. They went within a foot of it and at the fore part of the ship they went very much less—they were right over the gutters.

Q. Now, what provision was made to protect the deck between the kitchen or the cooking place, and the stalls from the urine or droppings of the animals?

A. All the droppings and manure from the animals went into the gutters.

Q. And that ran down in the rear of the kitchen or to the port of the kitchen?

A. I didn't say in the rear of the kitchen; I said out towards the side of the ship.

Q. Did it run directly out of the stalls?

A. Yes, sir.

Q. Right over the vessel's side?

A. No, sir, not over the vessel's side; into the gutter.

Q. Those conducted it out eventually?

A. Yes, sir, they did.

Q. Those gutters were to the port; that is, in the rear and a port of the cooking apparatus?

A. Yes, sir.

Q. (By Mr. GORHAM.) What do you mean by in the rear?

A. Back of it—outboard.

Q. You don't mean to the rear, fore and aft, of the ship?

A. No, sir. Mind you, this kitchen is raised above the deck two feet.

Q. (By Mr. CARROLL.) Now, the victuals were cooked in this kitchen that we have reference to now—the victuals that were cooked were carried down to the steerage passengers below the main deck?

A. Some of it—down to the second-class passengers in the second-class cabin.

Q. That was below the main deck.

A. Yes, sir.

Q. Now, then, it went from there—whatever was cooked went from there down to the steerage passengers?

A. Yes, sir, to the second-class passengers.

Q. And was carried down by the pantrymen or the employees who waited on these passengers?

A. Yes, sir.

Q. Carried down by them? A. Yes, sir.

Q. It was cooked there and handled there and then carried down below.

Q. Now, at every time that the victuals were served—at every meal, did you have an opportunity to see how that was handled?

A. Not at every meal; no, sir.

Q. So many things might happen in that kitchen during the time you were not on watch and even while you were on watch, that could not come under your observation? A. Yes, sir.

Q. I understand you to say that the stalls were raised above the deck by some planking? A. Yes.

Q. How thick were the planks? A. 2x3.

Q. And the kitchen that we have reference to was also raised above the deck? A. Yes, sir.

Q. How high?

A. At least eighteen inches, and I think two feet; I never measured it.

Q. And the coaming of the hatch on that deck, how high was that above the deck?

A. About eight inches.

Q. Now what precaution was made, if any, or what was put in use to protect that part of the deck between the kitchen and the stalls from being soiled by leakage from the stalls?

A. It was absolutely for leakage from the stalls to get there. As I stated, there was a crown on the deck and it ran off to one side or the other. It ran off to port.

Q. Suppose that the ship listed or rolled, this was on the port side? A. Yes, sir.

Q. Suppose the ship rolled or listed for a short time to the starboard, would not the water—that is, if she was listed or rolled to the port—change and run out on the deck?

A. It would be impossible for the ship to list over four inches, or to list enough for that water to run over the deck.

Q. Do you mean to say to the Court now in your testimony that in a sea, such as is likely to take place, or even in an ordinary sea, what we call an ordinary swell, that a vessel is not or would not or could not roll so as to list over four inches from what we would call the equilibrium?

A. Yes, sir, in the sea we had.

Q. Now, if she was to roll, would not even the water in the scuppers run out and run from the port to the starboard?

A. No, sir; in the sea we had on that trip it was impossible for the ship to list enough or to roll enough for the water to run over the decks.

Q. That is your opinion?

A. It is my opinion.

Q. That is just simply your opinion?

A. No, sir, it is my knowledge.

Q. It is your knowledge from what—you are testifying from your knowledge of that voyage?

A. No, sir; I testify from my knowledge from building ships and that sort of thing.

Q. We don't want your knowledge as an expert in building ships; we want to know what occurred on this voyage.

A. It was absolutely impossible during that voyage for the ship to list that much.

Q. You have been to sea twenty-odd years?

A. No, sir.

Q. How long? A. About fifteen years.

Q. Have you ever been down in the steerage when at any time any of the fans were not working?

A. No, sir, not on that voyage.

Q. On any of your tours of inspection, did you discover at any time that the steam pipes were leaking?

A. No, sir.

Q. On any of your visits of inspection, did you discover the condition of the steerage to be in all respects clean or in all respects dirty?

A. I always found it clean; yes.

Q. You never observed an excess of vomit there?

A. No, sir.

Q. It was always clean when you visited there?

A. Yes, sir.

Q. You say you heard of the complaints made in writing to the captain? A. Yes, sir.

Q. Did you talk with the captain about that complaint? A. No, sir, I did not.

Q. Did the captain say anything to you about it?

A. No.

Q. Did you make any investigation yourself in regard to what you heard the men talking about?

A. No, sir, I did not.

Q. You say they talked near your cabin?

A. Near my room, yes.

Q. Did you hear what was said?

A. I did, yes.

Q. What was it?

A. I don't know the persons—

Q. What did you hear?

A. I heard one man asking another if he would sign a petition to go to the captain in regard to the food. The other man said, "No, the food is all right."

Q. You did not at that time take the pains to find out who it was that wanted the complaint signed or who it was who refused to sign it?

A. I could tell the man if I saw him; I don't know his name.

Q. You did not question him at that time or any time? A. I did not.

Redirect Examination.

Q. (By Mr. GORHAM.) I think you stated, Mr. Lowell, that you carry a master's papers?

A. No, sir; I do not. I have been master of sailing ships.

Q. Now, there is one matter I forgot to ask you about and I want to ask you now, and that is about these closets for the steerage passengers; what did they consist of and how many were there?

A. There was twelve.

Q. For the steerage passengers? A. Yes.

Q. And how many were in actual use for the steerage passengers?

A. There were twelve in actual use for the steerage passengers—one that was reserved for the officers.

Q. That made eleven that were in actual use at all times? A. Yes, sir; always open.

Q. Open at all times? A. Open at all times.

Q. Did you have occasion to observe whether or not they were in a fit condition to be used day after day?

A. I did, yes, sir.

Q. What did you find the fact to be?

A. I used them myself and I found them good enough for anybody to use.

Q. I speak of the second-class or steerage passengers.

A. Well, when I would find some one in our closets I would use some one that was not engaged.

Q. And that was a common occurrence?

A. Yes, sir. It was good enough for me at any time during the day or night.

Q. And they were kept clean and open?

A. Yes, sir, always running water in them.

Q. In reference to the "Mulligan," how about the Mulligan?

A. Mulligan is an old name they have on sailing ships that they call stew. I never saw it any time that the "Mulligan" was not good enough for anybody. It was as good as I had the best part of my life.

Q. Was it the same kind of Mulligan that was served to you on the "Valencia" on that same voyage?

A. Yes.

Q. You were able to eat it? A. Yes.

Q. And you have eaten it?

A. Yes, sir. We took it from there instead of the galley, not once but several times.

Q. It was wholesome? A. Yes, sir.

Q. And thoroughly cooked?

A. It was indeed.

Recross-Examination.

Q. (By Mr. CARROLL.) How often did you have occasion to use these closets?

A. At least twice a day.

Q. Where were they located?

A. In the fore part of the ship, forward of the horses on the main deck.

Q. Did not the officers have a special closet for themselves? A. We did, yes.

Q. And you would go forward to the ones used by the steerage passengers in preference to that used by the officers?

A. When somebody was in the officers' closet I would use the steerage passengers' closet.

Q. Was it not considerably out of your way to go there?

A. No, sir, it was right alongside. The closets were all together—six on each side.

Q. How many were reserved for the use of the officers? A. One.

Q. The officers kept the key for that themselves, didn't they? A. Yes.

Q. Did the steerage passengers and the cabin passengers use the same closets? A. No, sir.

Q. The closets that you have referred to are used solely and only by the steerage passengers?

A. And the petty officers; from the second mate down. The first assistant engineer and all the engineer's department, for the chief and all the deck department—that is, the second and third mate and the quartermaster.

Q. You say you ate some of this "Mulligan" they talk of? A. Yes, sir.

Q. And it was good? A. It was indeed.

Q. How came you to get that?

A. Well, one day in particular we were delayed in the messroom. We had our officers' mess, and we sent a man forward and we got some soup from the steam cooker where they had it in the heater.

Q. I understand you to say that the officers were delayed, or the mess was delayed? A. Yes, sir.

Q. And you were in a hurry to go and you sent to the steam department or cooking apparatus to get some Mulligan?

A. We did. It was the same as we were always served with.

Q. Did you eat it every time it was served to you, regularly?

A. The same thing was served to us; it didn't always come from there.

Q. The Mulligan was always served to the officers' mess?

A. No, sir, I didn't say that. I say the same thing was served always to us, but it went from the galley forward there and was kept heated.

Q. Did you have this Mulligan served to you in the officers' mess as part of your food or victuals?

A. One day in particular I speak of.

Q. And that was the time you sent for it?

A. That was the time we sent for it.

Q. That was not a part of your mess, regularly?

A. We got it as part of our mess.

Q. Every day?

A. Not every day. It went in with the food that day.

Q. But you sent specially for it that day to this particular department? A. Yes, sir.

Q. As it was already cooked, and you thought you could get it, and you would not have to delay while waiting for the regular mess? A. Yes.

Q. Now, what I want to get at is, did you get it as a part of your daily victuals in your mess?

A. Every day?

Q. Yes.

A. That I could not swear to—that I could not say.

Q. You would have no objection to getting it every day?

A. No, sir, if it was always as good as that—it came out of the galley.

Q. It was prepared in the galley and cooked up in the steam heater?

A. Yes, in the main deck.

Q. (By Mr. GORHAM.) What is your experience, Mr. Lowell, in reference to the kicking of passengers?

Mr. CARROLL.—Objected to as irrelevant, immaterial, and incompetent.

A. I think it was a case of sore head. To go into details I might say that the whole kick coming from San Francisco up here was—well, some of them commenced kicking as soon as they came on board; they were seasick before they got outside the Head, and as soon as they got over the seasickness about the second day, we had very fine weather, and they came up—I don't know what they expected, but they got a good deal better treatment than any ship that went up there; that I know from experience.

Q. Why did they kick?

A. I could not say the reason. I think it is just a case of—as I was going to say, I find every man that is on the sea for a week he gets to kicking about something one way or the other.

Q. (By Mr. CARROLL.) What is the distance from York to Nome?

A. I said about a fourteen-hour run. It is a little further than to Golofnin Bay.

Q. Can you state the number of miles, or about?

A. Well, I should say a hundred miles, at the most. I

was not expecting to come up here or I would have measured the distance off on the chart.

(Testimony of witness closed.)

United States of America, }
District of Washington, } ss.
Northern Division. }

I, A. C. Bowman, United States Commissioner for the District of Washington, do hereby certify that:

The annexed and foregoing transcript of testimony and proceedings, from page 1 to page 434, inclusive, was taken before me at the times and in the manner therein specified.

Each of the witnesses therein named, before examination, was by me duly sworn to testify the truth, the whole truth, and nothing but the truth.

The signature of each of said witnesses to his testimony was duly waived by the parties, the testimony of said several witnesses to be received with the same force and effect as if signed by said witnesses.

The exhibits offered by the libelant, and filed and marked by me Libelant's Exhibits ———, and the exhibits offered by the claimant, and filed and marked by me as Claimant's Exhibits 1, 2 and 3, are returned herewith.

I further certify that I am not proctor nor of counsel for either party to said suit, nor interested in the result thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal, this 15th day of December, 1900.

A. C. BOWMAN,
United States Commissioner.

Filed in the United States Circuit Court, District of Washington. December 19, 1900. R. M. Hopkins, Clerk. A. N. Moore, Deputy.

Claimant's Exhibit No. 1.

To Whom it May Concern :

We, the undersigned passengers on the S. S. "Valencia," commanded by Capt. J. M. Lane, on her cruise from San Francisco to Nome, leaving port on May 26, 1900, desire to say that we take great pleasure in doing so, that Capt. Lane is a seaman of the highest order, a courteous gentleman, and a prince of good fellows, ever watchful and careful of the comforts and pleasures of his passengers. When we sought our berths at night or when we were taking our pleasures on the decks, or in the saloon in the day, we knew that while we slept, or whiled our time away, careful hands, cool heads and watchful eyes were ever protecting us. The passengers, after extending their heartfelt thanks to Capt. Lane, desire to congratulate him and ourselves on the fact that he is a son of fortune, and with him we encountered nothing but the most perfect weather and the smoothest of seas. We also extend our heartfelt thanks to his able assistants, the first, second and third officers, and his cool, calm, and social purser, Mr. W. B. Fielding, and may success ever continue to greet them, in their journey through this life, is the heartfelt wish of all.

Wm. M. Murphy, M. D., Alex. Lorimor, Milo Knox, J. S. Stone, M. D., D. C. Squdef, W. R. Scroggs, M. D., James Densley, E. J. Rice, M. D., M. S. Frank Leith, Geo. R. Hudson, Mrs. J. H. Rengstorff, A. Lasey, Mrs. C. B. Griffin, E. C. Price, Mrs. Paul Tyson, W. D. Law-

ton, Paul Tyson, L. D. Alberti, W. C. Cevitt, W. A. Cummings, L. M. Scroggs, A. K. Lipe, J. H. Rengstorff, C. H. E. Hardin, H. C. Hearn, E. Sam, Hulda Streckenbach, George A. Wentworth, Mrs. P. Streckenbach, F. Schillig, Geane Schillig, Mrs. A. W. Islip, D. A. Hanasythy, M. A. Mitchell, L. E. Allen, Mr. and Mrs. D. M. McQuesten, Walter Lyon, T. H. Elkington, F. W. Meneroy, C. B. Griffin, Geo. A. L'Abbe, D. H. Switzer, Pauline Knaufs, J. H. Benbrook, W. J. Bradshaw, W. J. Burke, E. B. Jervine, Geo. J. Elkington, E. A. Lund, J. W. Geeslin, E. Goux, Otto Mielke, E. G. Starr, N. M. Kimball, J. A. Munter, D. P. Hall, J. E. Russell, Jas. M. Wishart, L. Goodfriend, G. M. Sheets, Ernest Reingbach, Wm. H. Brothagen, G. B. Washburn, A. G. Slavin, Jas. Daniel, Dave Goodfriend, Jas. J. Fornborg, F. E. Sascy, J. Johnston, J. B. Keller, Geo. W. Dutton, Thos. R. Leahy, L. Uhrland, John Leishnan, A. Going, Anthony Simons, A. N. Guilvault, F. E. Pearson, D. T. McDaniel, G. R. Walton, A. Swab, J. F. Elwood, C. T. Walton, F. R. Sullivan, E. W. Pierson, J. Goodfriend, H. J. West, L. Warshaur, Mrs. A. M. Armstrong, C. Jacobson, Tappan Adney, G. F. Marsh, H. A. Sherill, L. H. Davison, H. Beckus, G. K. Porterfield, W. Bonett, D. A. Eisar, W. B. Cousad, H. H. Moller, C. W. J. Ferryberry, S. Morgenthall, J. Bell, Cecyl. G. Troy, W. C. Parsons, Sam Shaen, W. P. McDonald, W. W. McKinnon, I. Salos, D. P. Rubin, John C. Catlin, A. C. Porterfield, John R. Evans, J. H. Mersleson, John J. Collins, W. J. Duke, C. A. Magnuson, H. H. Fisher, R. T. Alexander, Henry Van Hoivels, A. Laplant, W.

Madine, E. J. Evans, J. Zubricky, A. Wheeler, Thos. C. Richardson, Thos. J. Schwartz, F. A. Elliott, E. E. Baker, Ken Elwood, C. D. Cummings, F. S. Waimsoto, Harry Spencer, A. S. Goldberg, E. J. Baldwin, D. S. Unruh, E. J. Tucker, R. Ringrose, Wm. J. Brady, C. C. Lombard, A. A. Bennett, Chas. Murphy, Chas. Waltz, J. M. Humrickhouse, C. B. Kimball, Brick Pomeroy Kuhn.

Filed in the United States District Court, District of Washington. December 19, 1900. R. M. Hopkins, Clerk. A. N. Moore, Deputy. Filed October 29, 1900. A. C. Bowman, United States Commissioner.

Claimant's Exhibit No. 2.

S. S. "Valencia," Behring Sea, June 11.

To Whom It May Concern :

I wish to state that I have in my daily intercourse with Mr. Fielding, Purser of the S. S. "Valencia," on her trip from S. F. to Nome, found him at all times courteous, obliging, sober and attentive to the wants of the passengers. I take this means of stating the above facts in justice to Mr. Fielding, I having heard complaints on matters in which he was entirely blameless, and I know that he has performed his duty in a conscientious manner and to the satisfaction of all the passengers.

EDW. F. HUNTER,

San Francisco.

[Endorsed] : Claimant's Exhibit No. 2. Filed October 29, 1900. A. C. Bowman, United States Commissioner.

Filed in the United States District Court, District of Washington. December 19, 1900. R. M. Hopkins, Clerk.
A. N. Moore, Deputy.

Claimant's Exhibit No. 3.

S. S. "Valencia," Behring Sea, June 11.

To Whom It May Concern :

I take this means of expressing my satisfaction at the kind and courteous treatment by Mr. Fielding, purser of the S. S. "Valencia," and at the efficient and able manner in which he performed his duties.

W. E. AYER,
Fresno.

[Endorsed] : Claimant's Exhibit No. 3. Filed October 29, 1900. A. C. Bowman, United States Commissioner.
Filed in the United States District Court, District of Washington. December 19, 1900. R. M. Hopkins, Clerk.
A. N. Moore, Deputy.

*In the United States District Court, for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1766.

Stipulation as to Taking Deposition of John T. Grismore.

It is hereby stipulated by and between the parties to the above-entitled cause that the deposition of John T. Grismore, a witness on behalf of libelants in the above-entitled cause, may be taken upon the annexed interrogatories and cross-interrogatories, at Oakland, California, before F. E. Whitney, a notary public in and for the State of California, residing at Oakland, in said State, upon any day or days between the date hereof and the 20th day of February, 1901, as may be mutually convenient to said notary and witness, at the office of said notary, in rooms Nos.

19 and 20, number 921 Broadway, Oakland, California, and when so taken, said deposition to be forwarded to the clerk of the United States District Court for the District of Washington, Northern Division, at Seattle, Washington, and that the same may be used upon the trial of said cause with the same force and effect as though said witnesses were personally present and testified before the United States Commissioner of said Court, to whom was referred said cause for the purpose of taking testimony.

Twenty-four hours' written notice of the time and place of taking deposition to be given proctors for claimant or to claimant at its office, No. 30 California street, San Francisco, California, and all matters as to form in the return of said depositions are hereby expressly waived. The parties hereto reserve the right to except to any and all of the interrogatories and answers and cross-interrogatories and answers as to their relevancy, competency, and materiality.

Dated Seattle, Wash., February 6, 1901.

P. P. CARROLL,

Proctor for Libelants.

GORHAM & GORHAM,

Proctors for Claimant.

*In the United States District Court, for the District of
Washington, Northern Division.*

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent,

No. 1766.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Notice of Taking Deposition of John T. Grismore.

To Pacific Steam Whaling Company, No. 30 California
street, San Francisco, Cal.

You will please take notice that I will take the deposi-
tion of John T. Grismore in the above-entitled action and
in accordance with a stipulation of the parties thereto, at
my office, Rooms 19 and 20, No. 921 Broadway, Oakland,
California, on Thursday, the 14th day of February, 1901,
at 10 o'clock A. M. of said day.

FREDERICK E. WHITNEY,

Notary Public in and for the County of Alameda, State of
California.

Service of the above and foregoing notice by copy ad-
mitted this 12th day of February, 1901.

PACIFIC STEAM WHALING CO.,

SHAW.

*In the United States District Court, for the District of
Washington, Northern Division.*

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Deposition of John T. Grismore.

Be it remembered, that pursuant to the stipulation and notice hereto annexed, and on the 14th day of February, 1901, at my office, rooms 19 and 20, No. 921 Broadway, in the city of Oakland, county of Alameda, State of California, before me, Frederick E. Whitney, a notary public in and for said county of Alameda, duly appointed and commissioned to administer oaths, etc., personally appeared John T. Grismore, a witness produced on behalf of libelants in the above-entitled action, now pending in said court, who being first by me duly sworn then and there examined and interrogated by me, testified as follows:

Question 1. Are you the John T. Grismore named as one of the libelants in this cause?

Answer to Question 1. Yes, sir.

Question 2. Do you know A. B. Brooks, R. R. Pierson, and James M. Lane?

Answer to Question 2. Yes, sir.

Question 3. Were you present when said witnesses gave their testimony before O. C. Pratt, a notary public, at San Francisco, California, between the 11th day of January, 1901, and the first day of February, 1901, in said cause?

Answer to Question 3. I was.

Question 4. Did you hear what said witnesses said in their testimony, given in answer to interrogatories and cross-interrogatories, before said notary public, O. C. Pratt, in said cause?

Answer to Question 4. Yes, sir.

Question 5. Did you hear what they said in their testimony in regard to their conversation with you?

Answer to Question 5. I did.

Question 6. State fully what you have to say in regard to the testimony of said witnesses at said time and place; and what portion, if any, of their statements are true.

Answer to Question 6. I was not interrogated by any person or persons, much less by the Pacific Steam Whaling Company's people. I would not have allowed it. I would not have allowed anyone to interrogate me about my private business. There was no conversation about any but one thing. That was some measurements to be taken, and that was after I was on board of the steamship "Valencia." I wished to measure from the steam cooker to the hatch, thence from the steam cooker to the horse stalls, thence from the horse stalls to the hatch, all of which had been removed. And any measurements that was made was very incorrect and uncertain. When I wished to go down be-

low to take some measurements of the bunks in the hold, Captain James M. Lane caused the hatch boards or covering to be removed. I remarked that the hold might be good enough for sailors or fishermen, but no place for passengers. I further said it was only good enough to carry freight in. Then Captain Lane said "Next year he would have Pullman berths on his ship." I at no time made any admissions, or exonerated the ship's people, nor the Pacific Steam Whaling Company, or anyone connected with the company. I well knew they were my legal enemies, so avoided any conversation with them; nor did they try to hold any conversation with me. Captain Lane was insolent and quarrelsome, and so I did not care to talk with any of the ship's representatives, only concerning what I went there to do, nor did I do so. Furthermore, I never told Capt. Lane that I had helped to build the bunks on board the "Valencia." But I did tell United States Commissioner Bowman, of Seattle, that I had worked on the "Valencia" at the beginning of the Spanish war; and I never saw the ship again until I went over from Oakland to San Francisco on the morning of May the 26th, 1900, at 11 A. M. of that day, and I never knew where I was to be located until after I had started and was out to sea. Furthermore, I never spoke to R. R. Pierson at any time in my life; I had no occasion to do so.

Cross-Interrogatory.

1st. Did you or did you not, on or about December 18th, 1900, on board the steamer "Valencia," lying in San Francisco Bay, California, in the presence of J. M. Lane, A. R. Brooks and R. R. Pierson, state to them, or to one or more of them, that you had no kick coming against the steamer

("Valencia"), its officers or owners, but that your kick was against the man who sold you your ticket, or words to that effect.

Answer to Cross-Interrogatory 1st. I did not.

J. T. GRISMORE.

Subscribed and sworn to before me this 14th day of February, 1901.

[Notarial Seal] FREDERICK E. WHITNEY,
Notary Public in and for the County of Alameda, State of California.

State of California, }
County of Alameda. } ss.

I, Frederick E. Whitney, a notary public in and for said Alameda county, do hereby certify that John T. Grismore, the witness in the foregoing deposition named, was by me duly sworn to testify the truth, the whole truth, and nothing but the truth; that said deposition was taken at the time and place mentioned in the annexed stipulation, to wit, at my office, rooms 19 and 20, No. 921 Broadway, in the city of Oakland, county of Alameda, State of California, and on the 14th day of February, 1901, between the hours of 10 and 12 A. M. of said day, and after a personal notice of twenty-four hours to the Pacific Steam Whaling Company, No. 30 California street, San Francisco, California, whose admission of such notice by copy is attached hereto; that said deposition was reduced to writing by me, and when completed, was by me carefully read to said witness, and being by him corrected, was by him subscribed in my presence.

In witness whereof I have hereunto subscribed my name and affixed my seal of office, this 14th day of February, 1901.

[Notarial Seal] FREDERICK E. WHITNEY,
Notary Public in and for the County of Alameda, State of
California.

[Endorsed] : Deposition of John T. Grismore. Filed in the United States District Court, District of Washington. February 25, 1901. R. M. Hopkins, Clerk. H. M. Waltheu, Deputy.

*In the District Court of the United States, District of
Washington, Northern Division.*

JOHN T. GRISMORE and GEORGE C.
GRISMORE,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1766.

Stipulation as to Taking Deposition of George C. Grismore.

It is hereby stipulated and agreed that the interrogatories and cross-interrogatories hereto attached may be propounded to the said witness George C. Grismore by J. L. Perkes, Esq., a notary public, at his office, No. 74 W.

Second South street, at Salt Lake City, Utah, on any day prior to October 1st, 1900; and that said witness shall be notified in writing of such day by the said notary, and the testimony of said witness shall be taken by said notary at his office at the time fixed in said notice. Deposition, when taken, to be subject to such objections as respective parties may hereafter make.

Dated and signed August 31, 1900.

P. P. CARROLL,

Proctor for Libelants.

GORHAM & GORHAM,

Proctors for Respondent and Claimant.

*In the United States District Court, District of Wash-
ington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.

vs.

SS. "VALENCIA."

} No. 1766.

Stipulation as to Deposition of George C. Grismore.

It is hereby agreed by and between the parties to the above-entitled cause that the deposition of George C. Grismore, one of the above-named libelants, heretofore stipulated to be taken before J. L. Perkes, a notary public, at

Salt Lake, Utah, shall be so taken before said notary public at Salt Lake, Utah, at his office, No. 74 W. Second South street, on any day between September 19th, 1900, and September 22d, 1900, inclusive,

It is further stipulated that claimant may be represented by counsel at the taking of said deposition, and may put to the witness George C. Grismore orally such additional interrogatories to those heretofore stipulated, as it may desire, such additional interrogatories to be subject to such objection on account of irrelevancy, immateriality, or incompetency as may be raised on the trial of said cause.

It is further stipulated that either party to said cause may have the deposition of additional witnesses taken upon oral examination, before said notary public, at the time of taking the deposition of said Grismore, upon notice thereof being first given to said George C. Grismore for libelants or to counsel for claimant for claimant, such notice to be given in writing at the time of taking the deposition of said Grismore; the deposition of such additional witnesses so taken to be used in and at the trial of said cause subject to such objections for irrelevance, immateriality, or incompetency as may be raised at the trial of said cause.

Seattle, Sept. 12th, 1900.

P. P. CARROLL,
For Libelants.

GORHAM & GORHAM,
For Claimant.

*In the District Court of the United States, District of
Washington, Northern Division.*

JOHN T. GRISMORE and GEORGE C. GRISMORE,	}	No. 1,766.
Libelants,		
vs.		
Steamship "VALENCIA,"	}	No. 1,766.
Respondent.		
PACIFIC STEAM WHALING COM- PANY,	}	No. 1,766.
Claimant.		

Deposition of George C. Grismore.

In pursuance of the stipulations hereto annexed, before me, on the 19th day of September, A. D. 1900, the same being the day agreed upon for the taking of testimony in the above-entitled action, by the counsel of the respective parties, said complainant, George C. Grismore, being represented by D. S. Truman, Esq., of Salt Lake City, Utah, and the defendant by William H. Gorham, Esq., of Seattle, Washington, George C. Grismore, a witness upon behalf of the complainants, was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth, and in answer to the interrogatories propounded, viz.:

Interrogatory 1. State your name.

Answer. George C. Grismore.

Interrogatory 2. Are you one of the libelants in this action?

Answer. Yes, sir.

Interrogatory 3. Were you a passenger on the steamship "Valencia" on her voyage from San Francisco to Cape Nome between the 26th day of May, 1900, and the 17th day of June, 1900?

Answer. Yes, sir.

Interrogatory No. 4. Did you buy and pay for a ticket for that voyage?

Answer. Yes, sir.

Interrogatory 5. What class ticket did you buy and how much did you pay for it?

Answer. Second-class ticket. Paid seventy-five dollars for it.

Interrogatory 6. Were you treated as such second-class passenger and did you receive second-class fare?

Answer. No, sir.

Interrogatory 7. When you bought your ticket was there anything said about the accommodations, fare, and board that you were to receive?

Answer. Yes, sir.

Interrogatory 8. Who was the person that talked with you about the fare, accommodations, and food that you would receive on the voyage?

Answer. The representative or agent of the Steam Whaling Company.

Interrogatory 9. How long were you on the vessel?

Answer. From the 26th day of May to the 17th day of June, 1900.

Interrogatory 10. When did you go on board?

Answer. On the 26th day of May, 1900.

Interrogatory 11. Now, tell what treatment you received on that voyage.

Answer. We were placed in the steerage, on the third deck of the vessel. We furnished our own bedding; there were two deckloads of horses above us; the horses kept us awake when the ship was pitching and also when it was not pitching; when they would wash the decks down the water would splash down where we slept and ate, carrying the filth with it. The tables were long, slim tables, in the middle of the ship, berths being along on each side; there were no windows or light on that deck, except what come in through the hatchways; the air was bad; we was allowed to get fresh water twice each day after we left Seattle, one hour in the morning and one hour in the evening; the food was served very filthy, was served in dishpans, which were slid over the deck, after being filled, stacked one upon the top of the other, allowing the food in pans to come in contact with the bottom of the pan above, and carried down from second deck to the steerage, where we were located. The smell of this food would turn my stomach before I could attempt to eat it on numerous occasions; on some occasions I was compelled to go to the messroom and purchase something to eat; one occasion the sample of the food was taken to the captain, who said that he would see that the conditions would be changed; on another occasion a sample of food which we were to eat was carried to the chief steward and purser, who said that this

food was good enough for us, as it was as good as we were used to. These answers I heard made personally.

Interrogatory 12. What was the character of the accommodations furnished you? State especially as to cleanliness, room, bed, and bedding.

Answer. They were dirty and filthy, caused by being under the horses and not being kept clean. The vomit and tobacco spit would accumulate two and three days without being cleaned around our sleeping quarters; on one occasion the purser came down to the steerage and ordered the steerage steward to have that filth emptied and cleaned out at once, being the only time that I heard the steward order it done. That part of the ship was not inspected daily nor kept clean. We were located in the forward part of the ship's steerage, our beds being built bunk-shape, one above the other, three deep; the inside bunks were within eighteen inches of the tables where we eat; these tables were occupied every night for beds. There were over two hundred passengers in this portion of the steerage.

Interrogatory 13. Did you have sufficient fresh water?

Answer. No, sir.

Interrogatory 14. Did you have sufficient food?

Answer. No, sir. There was enough food such as it was.

Interrogatory 15. Was the food good or bad? State fully as to meat and victuals generally.

Answer. Bad. We were served each day with a stew generally known as "Mulligan"; the smell of this stew was very offensive to me and sickening; sometimes we

would have vegetables in the stew. On one occasion the salt on the table was more than one-half sand.

Interrogatory 16. State whether you were sick and the cause of your sickness, if you know.

Answer. Yes. The treatment received, the close quarters we were sleeping in, and the food I had to eat, I believe was the cause of my sickness.

Interrogatory 17. State generally how you were affected by the treatment received and the food served to you during that voyage.

Answer. I was so affected that I had to have a doctor attend me on the voyage; my stomach was upset all the time on the voyage, after I had recovered from my seasickness, and my stomach has been in a delicate condition ever since.

Interrogatory 18. State anything else that took place during that voyage and that may have a bearing in your case.

Answer. We were told by the chief steward that by paying twenty-five dollars more money we could eat in the first cabin, and that was where we had contracted to eat at the time the tickets were purchased. My purser's check read: "Second Cabin Passenger"; my hat check read: "Steerage."

(The examination was here suspended for the purpose of a physical examination of the witness by the claimant's surgeon.)

Witness recalled for cross-examination.

First Cross-Interrogatory. On what date did you buy your ticket for passage on the "Valencia" from San Francisco to Nome?

Answer. Cannot give you the date.

Second Cross-Interrogatory. Of whom did you buy it, giving name of firm or person of whom you bought it?

Answer. I don't know, the ticket being purchased by my brother in San Francisco, while I was at Salt Lake City with my funds.

(Proctor for claimant waives the answer of the witness to the remaining cross-interrogatories heretofore written and attached to stipulation herewith.)

Under stipulation of September 12th, A. D. 1900, proctor for claimant further examined the witness orally as follows:

Q. You speak of the pans of food being stacked one upon top of the other; did you complain of that to the captain?

A. I signed a petition that was carried to the captain, asking him to see that these filthy habits would be stopped.

Q. Did you hear the captain state to the second-class passengers while he was down in your part of the ship that he would pay any passenger twenty dollars who would expose to him any member of the crew selling or offering to sell food to the passengers?

(Proctor for libelants object to this question, upon the ground that it is a matter wholly between the employees and the claimant, and in nowise tends to prove or disprove any issue in the action.)

A. No.

Q. How long were you at Nome?

A. At least one month.

Q. Did you go there as a gold-seeker?

A. Yes, sir.

Q. Did you try to find any gold while there?

A. Yes, sir.

Q. Was you successful? A. No, sir.

Q. Why did you return to the States?

A. My health would not permit me to stay there, and not being able to find gold, there were no further inducements to stay there.

Q. Where did you live while at Nome?

A. In my tent.

Q. Where was the tent located?

A. On the beach near the Standard Oil Company's building, on the sand beach.

Q. How many were in your party and who were they?

A. Myself and brother.

Q. Where did you eat while at Nome?

A. Part of the time in my tent, and the rest of the time at the different restaurants.

Q. What proportion of the time did you bach?

A. About two-thirds of the time.

Q. What did your food consist of while you were baching?

A. Cornmeal mush and canned goods of different kinds, and some canned meats, ham.

Q. What was your business prior to going to Nome?

A. Railroad man.

Q. How long were you a railroad man?

A. Ten years.

Q. When did you arrive at Salt Lake on your return?

A. About August 5th.

- Q. What are you doing now?
A. Working for the R. G. Western Railroad.
Q. In what capacity?
A. Brakeman in the freight department.
Q. When did you go to work for this railroad company since your return from Nome?
A. August 14th or 15th, 1900.
Q. On what steamer did you return from Nome?
A. The "Senator."
Q. In what class?
A. I slept in the steerage, and assisted the steward for my passage down.

GEORGE C. GRISMORE.

Subscribed and sworn to before me this nineteenth day of September, A. D. 1900.

[Notarial Seal]

JOSIAH L. PERKES,

Notary Public.

My commission expires May 2d, 1904.

In the United States District Court, District of Washington, Northern Division.

IN ADMIRALTY.

JOHN T. GRISMORE et al. }

vs. }

SS. "VALENCIA." }

Notice as to Taking Deposition of Mrs. Mary Grismore.
To the Steamship "Valencia," the Above-named Claimant, and Messrs. Gorham & Gorham, Esqrs., Its Proctors:

You, and each of you, are hereby notified that the libelants in the above-entitled cause will, on the 19th day of September, 1900, and at the time of taking the deposition of George C. Grismore, heretofore in said cause stipulated to be taken before J. L. Perkes, a notary public at Salt Lake, Utah, will take the deposition of Mary Grismore, a witness upon the part of said libelants in this cause, upon oral examination before said J. L. Perkes, a notary public at Salt Lake, Utah.

Dated Salt Lake City, Utah, September 19th, 1900.

D. S. TRUMAN,
Proctor for Libelant.

Service of a true copy of the above notice is hereby acknowledged this 19th day of September, A. D. 1900.

GORHAM & GORHAM,
Proctors for Claimant.

Deposition of Mrs. George C. Grismore.

Mrs. GEORGE C. GRISMORE, a witness on behalf of the libelants, being duly called, was sworn and testified as follows, after the proctor for the claimant herein voluntarily waived notice which had heretofore been stipulated should be in writing upon the production of the witness on either side.

Q. What is your name? A. Mary Grismore.

Q. Are you over the age of twenty-one years?

A. I am.

Q. What relation do you bear to George C. Grismore?

A. Wife.

Q. For how long a period of time have you been married? A. Since 1893.

Q. Have you been continuously living together during that time?

A. Have been living together during that time, but Mr. Grismore has been away a good deal of the time.

Q. What has been the reason or cause for such absence? A. His business would call him away.

Q. Has he been accustomed to taking his meals with you and family when in town? A. Yes.

Q. What was his physical condition prior to the time of his taking a trip to Cape Nome, during the month of May, 1900?

(Objected to by proctor for claimant, on the ground of incompetency, and not the best evidence.)

A. He was well.

Q. During your period of married life what, if any, complaints had Mr. Grismore made to you relative to being affected by any stomach troubles?

(Objected to by proctor for claimant as incompetent, irrelevant, and immaterial.)

A. None at all until lately.

(It was here stipulated and agreed by the proctors of the respective parties that the objections heretofore taken on the examination of this witness shall be considered as taken to each subsequent question asked of this witness, and may be treated as specifically taken to each and all of each subsequent question.)

Q. Since your husband has returned from his trip to Cape Nome, has there been any difference in the nature or character of foods that he has eaten while at home?

A. Yes; he does not eat at all like he did before he left home, and he now takes medicinal tablets after eating.

Q. State the difference, please, in the nature of the foods upon which he now subsists and which he formerly took before making this trip.

A. Prior to his taking this trip to Nome he was in the habit of eating heavy, substantial foods, but at the present time he uses a lighter character of foods, such as mushes, health bread, milk, and etc.

Q. Since his return has he tried to eat meats and the heavier character of foods? A. Yes.

Q. You may now state what effect he claims they have upon him when he tries to eat the heavier character of foods now?

(Proctor for claimant objects upon the ground that it is hearsay and not the best evidence.)

A. After eating those foods he complains of bad stomach; he claims that there are gases arising from the stomach, and his general statement was that his stomach felt bad.

Q. This would occur more frequently after he had eaten heavier foods?

A. No; he makes this complaint now after eating any character of food.

Q. Do you know of Mr. Grismore making like complaints prior to his going to Cape Nome?

A. No; he has had no trouble of his stomach prior to that time.

Q. What is his physical condition generally now, compared to what it was prior to this trip?

A. His constitution seems to be run down, and he does not seem to have the good health that he used to have before.

(No cross-examination.)

By consent of parties, the signature of witness is waived.

In the United States District Court, District of Washington, Northern Division.

IN ADMIRALTY.

JOHN T. GRISMORE et al.	} No. 1,766.
vs.	
SS. "VALENCIA."	

Notice as to Taking Deposition of Rufus L. McElroy.

To J. T. Grismore and George C. Grismore, the Above-named Libelants, and to P. P. Carroll, Esq., and D. S. Truman, Their Proctors:

You, and each of you, are hereby notified, that the claimant in the above-entitled cause will, on the 19th day of September, 1900, and at the time of taking the deposition of George C. Grismore, heretofore in said cause stipulated to be taken before J. L. Perkes, a notary public at Salt Lake, Utah, will take the deposition of Rufus McElroy, a witness upon behalf of claimant in said cause, upon oral examination, before said J. L. Perkes, a notary public at Salt Lake, Utah.

Dated Salt Lake, Sept. 19th, 1900.

GORHAM & GORHAM,

Proctors for Claimant.

Due service of within notice this 19th September, 1900, admitted.

D. S. TRUMAN,
Attorney for Libelant.
G. C. GRISMORE,
Libelant.

*In the District Court of the United States, District of
Washington, Northern Division.*

JOHN T. GRISMORE and GEORGE C.
GRISMORE,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1,766.

Deposition of Doctor Rufus L. McElroy.

Appearances:

For Libelants, D. S. Truman.

For Claimant, W. H. Gorham, Proctor.

Before J. L. Perkes, Notary Public, 74 West Second
South St., Salt Lake City, Utah.

Wednesday, September 19th, 1900.

Doctor RUFUS L. McELROY, a witness called on behalf of claimant, and being duly sworn by a notary public, testified as follows:

Direct Examination.

(By W. H. GORHAM.)

Q. Doctor, state your full name.

A. Rufus L. McElroy.

Q. What is your business or profession?

A. Physician and surgeon.

Q. Are you a graduate of a medical college?

A. Yes, sir.

Q. State what college?

A. Missouri Medical College.

Q. Are you a duly licensed physician and surgeon of the State of Utah? A. Yes, sir.

Q. Where is your residence?

A. 116 Main street.

Q. Salt Lake City, Utah? A. Yes, sir.

Q. Do you know one of the libelants, George C. Grismore? A. No, met him this morning.

Q. You met him this morning? A. Yes, sir.

Q. You heard the testimony that he gave this morning before a notary? A. Yes, sir.

Q. I will ask you if you made a physical examination of Mr. Grismore since his giving that testimony?

A. I have, in the presence of Dr. W. T. Dalby, Mr. Grismore's physician.

Q. State generally, Doctor, the result of your examination.

A. From a superficial examination, of Mr. Grismore, I arrived at the conclusion that he has intestinal fermentation, a disease that is marked by acidity of the stomach and stomach contents by formation of intestinal gases.

Q. How thorough was your examination, Doctor?

A. It was as thorough as it is necessary in such cases.

Q. You heard Mr. Grismore testify this morning that his present physical condition he thought was due to the treatment which he detailed as having received on board the steamship "Valencia"? A. Yes, sir.

Q. You heard him detail that treatment. I will ask you as an expert, now, whether such treatment would produce the condition which you found in him after this examination?

A. His detailed description of the treatment he received did not take into account the condition of the food which he received as to the purity of such food, and as to whether it was in a state of fermentation at the time that he took it. If such had been the case, I think that he would have suffered from other symptoms other than those that he did suffer from, and this condition that he is at present in has marked chronicity, and may have begun at the time of the voyage, or before, or more recently. His present condition has a bearing on the case inasmuch as men in his business frequently suffer from this identical condition. I know this to be the case, as I am a railroad surgeon. His condition while on board ship is a very good description of the ordinary sickness that persons who are not accustomed to the sea suffer under the circumstances. His sickness on getting on the vessel, followed by relief when he left the vessel, would indicate that the cause of his sickness was due to the peculiarities of ocean travel. I cannot see anything in his description of his experience while on ship that would indicate more than ordinary seasick-

ness—his symptoms are therefore not a reflection on the character of the food in itself, as far as I am a judge.

Q. Now, Doctor, there are different stages of seasickness? A. Yes, sir.

Q. And nausea is common to all those different stages? A. Yes, sir.

Q. A person need not necessarily be continuously vomiting to be seasick? A. No.

Q. They don't need to vomit at all?

A. They may be seasick and at the same time not vomit.

Q. And yet such seasickness without vomiting is accompanied by nausea, is it not?

A. Yes, one may feel nauseated, and not vomit.

Q. What effect has the smell of any food upon a seasick person at sea?

A. Well, the smell of any food or the thought of any food is accompanied by nausea when an individual is seasick, and seasickness, as far as the duration of seasickness is concerned, differs in almost every individual case—it may last from a few hours to days and weeks.

Q. In your examination of the libelant referred to by you in your examination, did you ask the patient questions—ask the usual questions put by surgeons in endeavoring to determine the condition of the patient?

A. Yes, sir.

Q. And from all of those answers that he gave you as to his former condition and present condition and from the physical examination that you made, you draw your conclusions? A. Yes, sir.

Q. You said, Doctor, that you are a railroad surgeon; with what road are you engaged?

A. I am surgeon for the Salt Lake and Ogden and have charge of the hospital patients from the Rio Grande Western sent to the Holy Cross Hospital.

Q. Did the libelant, Mr. George Grismore, state to you that he was employed by the railroad?

A. Yes, sir.

Q. In what capacity? A. Brakeman.

Q. What road? A. Rio Grande Western.

Q. The same road in which you are surgeon?

A. Yes, sir.

Q. I will ask you in your experience as surgeon for railroads you did or did not find the condition of Mr. Grismore common? A. It is common.

(Objected to by Mr. Truman, on the ground that it is irrelevant, incompetent, and immaterial, and in nowise tends to prove or show the origin or cause of the libelant's trouble or his condition.)

A. Such condition is frequently found among railroad men; in fact, among classes of individuals who are not regular at meals and in other habits of life.

Q. Now, in putting questions to Mr. Grismore during your examination of him what did you ascertain as to his regularity in eating and other matters?

A. Well, he states that he is not absolutely regular; in fact, irregular in sleeping and eating, etc.

Q. Would his irregularity, his present irregularity in sleeping and eating, produce the condition of which he complained? A. Yes, sir.

Q. From the facts that you learned at this examination of Mr. Grismore and from his statement this morning during the taking of his deposition, and from his statement to you during your examination of him, would you, as a medical man, attribute his present physical condition to the treatment he received aboard the "Valencia" as detailed by him?

A. As detailed by him, no—if the food that he consumed while on board that vessel was of such a character as to poison him—that is, poison the lining of his alimentary tract—it may have been the commencement of his condition as detailed.

Q. Now, if he had received physical injury upon the ship from the treatment as detailed by him, how permanent would that injury be, considering his statement of it as to his leaving the ship and the manner in which he left the ship while in that condition?

A. Well, if such injury had been inflicted by the food that he was compelled to eat, then his condition being no more serious than indicated by his description, a few doses of medicine with more regular and corrected habits would be sufficient to render a cure. His present condition is, in my opinion, not serious, and likewise amenable to treatment.

Cross-Examination.

(By Mr. TRUMAN.)

Q. Doctor, have you ever been upon a sea voyage?

A. No, sir.

Q. In the testimony that you have given here it is based upon a diagnosis of the case—from what you

have heard here in the statement of Mr. Grismore and what you may have read of the effects of seasickness?

A. Yes, sir.

Q. You say that seasickness may extend over a greater or shorter period of time?

A. Yes, sir.

Q. Is recurrent?

A. Yes, sir; I started that seasickness in some individuals is not present until the increased rocking of the ship may bring it on, and individuals on a voyage may for a time get along very nicely and this period be followed by an attack of seasickness.

Q. Is it not a fact that an attack of seasickness which would affect a person upon a voyage or trip is likely to be the same or continuous during the entire trip?

A. Yes, sir.

Q. Would the same symptoms that appear at first ordinarily reappear if the person had the second attack?

A. There is no regularity about the symptoms of seasickness, but I think that is true.

Q. What I mean is—(interrupting).

A. (Doctor McELROY.) That if you got an ordinary attack and that subsided if you got another one just like it?

Q. Yes, and if you did would they be the same ordinary symptoms or would they affect the same person alike?

A. They would probably be alike except that subsequent attacks might be more severe.

Q. And as a matter of fact they are likely to be more severe, are they not, that is, if a person has more than one attack?

A. Yes, there is a time when the seasick individual begins to improve as a rule, it is not always the case.

Q. Now, are the symptoms of seasickness the same as those of gastritis?

A. Gastritis is the ordinary term of a number of conditions—we have acute gastritis and chronic gastritis. In acute gastritis, resulting from some material that has been ingested or eaten, the individual vomits, is sick at the stomach and may be nauseated for a greater or less length of time, recovering gradually when the offensive material is thrown off. This condition is accompanied by high temperature and fever, while seasickness, as a rule, is accompanied only by slight rise in temperature and likely none at all; just nausea.

Q. State one of the causes of gastritis.

A. Gastritis, as it is now understood more recently, can be produced by—acute attacks can be produced only by the ingestion of corrosive materials, such as poison, corrosive sublimate, arsenic, etc., and the condition that is produced by the ingestion of impure food not only affects the stomach but the intestines as well, and we term that acute intestinal fermentation. Acute gastritis is brought about by wounds, stabs, etc., or the introduction of some chemical irritant.

Q. Now, then if a person is laboring or suffering from seasickness, that is liable to cease when he quits his voyage, is it not? A. Yes, sir.

Q. And if a person is suffering from intestinal inflammation, what do you look or seek to ascertain as being its cause? Now, I want you to direct your attention right

to this impure or improperly cooked food—would that be one of them? A. Yes, sir, impure food.

Q. What would be the effect of improperly cooked food on a person who had that disease?

A. Who had that disease?

Q. Who is subject to intestinal inflammation; what would be the effect on such a person having continually, say for a period of three weeks, continued to eat badly prepared and cooked food?

A. That would be deleterious.

Q. What effect would it have upon a person in that condition who for that period of time was obliged to live in a place under the conditions that have been described relative to the hold of the steamship "Valencia," considering its cleanliness and the number of persons who were there gathered together, and the impure food or badly cooked food? Take an individual who has had an attack of acute intestinal fermentation and now living in this condition and still being obliged to eat impure and improperly cooked food.

A. His condition would be likely to lapse into chronic intestinal fermentation.

Q. And that would be something that might extend over a greater or less period of time according to the treatment that he subsequently received?

A. Yes, sir.

Q. Now then, Doctor, supposing that a person is in ordinary good health, has never been sick prior to the time that he had gone upon the sea voyage, and was subjected to conditions described in the statement of Mr. Grismore here, and you found that for a period of time

he was seasick, that seasickness had stopped, and you then found that the man is complaining of badly cooked food and filthy condition of the place which he is obliged to inhabit, and his statement shows that since that time he has been troubled with the symptoms that he has described to you in making your examination—to what would you attribute the condition—the condition that you found him in now at the time of your making his examination?

A. I would not know what to attribute his present condition to.

Q. I will now ask you to keep in mind what I have asked you in the last question, and then take the man where he has since that time been living on light delicate foods, such as bread and milk and rice and the farinaceous foods that Mr. Grismore has described, would you attribute a continuation of that intestinal fermentation to seasickness, or to a condition that may have arisen subsequent that time—that is, subsequent to the voyage?

A. I would attribute it to a condition that may have arisen subsequent to that time or previous to that time, but I would not attribute it to seasickness.

Q. Now, take a person who may have been predisposed to that intestinal fermentation, and let him take a voyage as described by Mr. Grismore here for the length of time that he did and under the conditions in which it was taken, what would be the likely effect as to aggravating that trouble or difficulty?

A. That would aggravate it—probably would.

Q. The probable consequences would be aggravation of that trouble would it not? A. Yes, sir.

Q. Now, speaking of stomach troubles under the generic term of dyspepsia, do you not find, and is it not universally considered among physicians, that those stomachic troubles are, after once seated upon a person, very difficult to cure?

A. No, sir, that is not so; they can be cured as readily as most other condition.

Q. Are those troubles more likely to recur in a person who has previously had stomachic troubles?

A. Yes, sir.

Q. In other words, is it not a general weakening of the tone of the stomach and intestines?

A. There is a weakening of the tone of the stomach and intestines at the time of such an attack—this weakening is in part the cause of the continuation of the trouble. After recovery from intestinal fermentation, chronic or acute, and a continuation of good health the tone of the stomach and intestines will regain its normal vigor.

Q. If you find a person living upon the diet and foods to which Mr. Grismore has testified that he is now living upon, and you find the symptoms that you have found in his case, would you call that a chronic condition or would you define it as an acute condition?

A. Chronic condition.

Q. That means that it is the result of this condition having been continued for some considerable period of time?

A. Yes, sir.

Q. Do you suppose that an ordinary sea voyage with proper food would have any more tendency to superin-

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duce such a condition than an ordinary trip of the same
distance upon a railroad train will? A. No, sir.

Q. When you speak of the irregular habits of the witness I am correct, am I not, in saying that you refer to the fact of his getting irregular meals and sleeping and irregular hours, and being unable to attend to other calls of nature at the regular proper time? A. Yes, sir.

Q. You don't take into consideration, then, in this examination anything further than that as to his habits anything of that kind as to drinking or anything of that kind?

A. Yes, sir we do—drink would aggravate the condition.

Q. In a drinking person these symptoms would be aggravated, would that be correct?

A. Yes, sir, that is true.

Q. Did you in making or drawing your opinion in this case, or have you in drawing your opinion in this case, considered anything about drinking spirituous liquors by Mr. Grismore? A. No.

Q. Now, Doctor, what or why should there be any difference in the irregular habits as to sleeping, etc., that I have described of a person working upon a railroad or doing any other work—would there be any difference—for instance, does the fact of railroading have anything to do about the matter any more than irregularity would affect a person in any other irregular business?

A. The effect is a little different, for the reason that a railroad man is expected to work in the greatest activity, after a full meal immediately or on an empty stomach as well—he is expected to eat his meals in a hurry fre-

quently and to undertake the utmost activity immediately following the ingestion of a meal, hearty or otherwise, so that a railroad man is more susceptible, a railroad brakeman or a railroad switchman or any other railroad laborer would be more susceptible to this condition than an individual that can take his own time to eat and digest his food afterwards.

Q. Then you base that opinion as to railroad men and especially brakemen upon the increased activity that their position compels them to undergo?

A. Yes, sir, when accompanied with irregularity.

Q. Now, Doctor, do you not know, as a matter of fact, that a brakeman upon the railroad, except upon a very few occasions on his trip, has the least work of any person to do upon the train?

A. Yes, I know that he has.

Q. Then would it make any special or particular difference if his active work did not transpire immediately after eating or being done on a full stomach?

A. No, it would not make any difference.

Q. Then you think that this trouble or difficulty that has affected him (Mr. Grismore) would affect any person who had to engage in active pursuit in the maintenance of himself and family, would you not?

A. My experience leads me to believe that the duties of a railroad brakeman are more likely to produce disturbances of this nature than the duties of ordinary laborers, for the reason that the point that the brakeman is supposed to take his meal is the switching point, and that his meal is eaten sometimes in his hand and followed by coupling cars and the usual duties of a brakeman.

Q. How would it be with a man who had to labor with his pick and shovel immediately after eating?

A. It would be very much the same.

Q. Now, go back a little—what effect does it have would seasickness have upon a person relative to their eating—are they able ordinarily to retain what they eat on their stomachs or throw it up?

A. They usually throw it up; in fact, they cannot get close to it.

Q. Now, a person who has had seasickness in that way once and having recovered from the seasickness so that he was all right, and having seasickness again upon the same voyage would be likely to have a recurrence of the same symptoms, it would likely affect him the same upon the second attack, as the first?

A. I cannot say; in the first attack he may vomit and the second attack he may not be attacked so severely—it depends upon the peculiarities of the individual and circumstances; for instance, the undigested food will sometime bring on an attack of vomiting—the unusual rocking of the ship or changing position on the ship—

Q. I understand the second attack is more likely to be severe than the first?

A. I cannot say positively—it may be more severe, but I say it is more likely to be, but it might not be—there is nothing positive about seasickness.

Q. Now, if a person, then, has been seasick and recovered from it on the voyage, getting along nicely, and is subjected to the conditions that surrounded Mr. Grismore upon his trip, and then began to have fermentation in his intestines and stomach, and gaseous belchings pro-

ceed therefrom, and his food still continues to stay in his stomach all that time, and he has no further recurrence at all of vomiting, do you think that that is attributable to seasickness or likely to be more attributable to seasickness than the food that he has taken and the surrounding conditions?

A. If he began to have fermentation he would probably belch and this is not an unusual condition, and I am unable to say whether it was due to the character of the food or to his condition at the time that he took it or afterwards.

Q. Now, Doctor, if a person was predisposed to stomach troubles, would the surrounding conditions in which Mr. Grismore's trip was made have a tendency to bring about an acute attack?

A. Well if an individual is subject to such conditions as Mr. Grismore now suffers from, and to take a sea voyage and become seasick, and his alimentary canal should be so disturbed as individuals who do become seasick, he would be predisposed to an acute attack.

Q. In other words, it would have a tendency to aggravate the then existing conditions?

A. Yes, sir; a man that suffers from the condition that he does now would very readily get an attack of acute intestinal fermentation—gastritis, etc.

RUFUS L. McELROY, M. D.

Subscribed and sworn to before me this 19th day of September, A. D. 1900.

[Notarial Seal]

JOSIAH L. PERKES,
Notary Public.

My commission expires May 2d, 1904.

State of Utah, }
County of Salt Lake. }

I, J. L. Perkes, a notary public in and for said county and State, do hereby certify that the above and foregoing depositions of George C. Grismore, Dr. R. L. McElroy, and Mary Grismore were each taken before me and reduced to writing by myself at Salt Lake City, in said county and State on the 19th day of September, A. D. 1900, between the hours of 9 o'clock A. M. and 6 o'clock P. M. of said day, in pursuance of the stipulations hereto annexed; that each of the above-named witnesses, before examination, was sworn to testify the truth, the whole truth, and nothing but the truth, and that each of said depositions was carefully read over by me to each of said respective witnesses, and by him and her corrected as he and she desired and then subscribed by him and her.

[Notarial Seal]

JOSIAH L. PERKES,

Notary Public in and for the State of Utah, Presiding at
Salt Lake City.

My commission expires May 2d, 1904.

Depositions of George C. Grismore, Mary Grismore and Dr. Rufus L. McElroy. Filed in the United States District Court, District of Washington. September 24, 1900. R. M. Hopkins, Clerk. H. M. Walthew, Deputy.

*In the United States District Court, for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1766.

**Stipulation as to Taking Depositions of A. B. Brooks. R. R.
Pierson and James M. Lane.**

It is hereby stipulated by and between the parties to the above-entitled cause that the depositions of A. B. Brooks, R. R. Pierson and James M. Lane, witnesses on behalf of the claimant in the above-entitled cause, may be taken upon the annexed interrogatories and cross-interrogatories, at San Francisco, California, before O. C. Pratt, a notary public in and for the city and county of San Francisco, State of California, upon any day or days between the date hereof and the first day of February, 1901, as may be mutually convenient to said notary and

witnesses, at the office of said notary, in the Spreckels Building, San Francisco, California, and when so taken said depositions to be forwarded to the clerk of the United States District Court for the District of Washington, Northern Division, at Seattle, Washington, and that the same may be used upon the trial of said cause with the same force and effect as though said witnesses were personally present and testified before the United States Commissioner of said court to whom was referred said cause for the purpose of taking testimony.

Written or oral notice of the time and place of taking depositions or any of them is hereby waived by proctor for libelants and for claimant, and all matters as to form in the return of said depositions are hereby expressly waived.

Libelants reserve the right to except to any and all of the interrogatories and answers as to competency, relevancy, and materiality, and the same right is reserved to claimant as to cross-interrogatories and answers.

Dated Seattle, Wash., January 11, 1901.

P. P. CARROLL,
Proctor for Libelants.

GORHAM & GORHAM,
Proctor for Claimant.

*In the United States District Court for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Deposition of A. B. Brooks.

Be it remembered that pursuant to the stipulation hereunto annexed, and on the 25th day of January, 1901, at the office of O. C. Pratt, the notary public named in said stipulation, in the Claus Spreckels Building, in the city and county of San Francisco, State of California, before me, said notary public, duly commissioned to administer oaths, etc., personally appeared A. B. Brooks, R. R. Pierson, and James M. Lane, witnesses on behalf of the claimant in the above-entitled causes now pending in said court, who being by me respectively first duly sworn on oath to make respectively true answers to the following respective interrogatories and cross-interrogatories, and to testify respectively thereto to the whole truth and nothing but the truth,

did respectively make, subscribe, and swear to the following respective interrogatories and cross-interrogatories, on said day as respective witnesses on the part of the claimant in the above-entitled cause as follows:

Interrogatories propounded to A. B. Brooks, a witness on behalf of claimant, and the answers of said witness thereto:

1. State your name, age, residence, and occupation.

Answer. Alpheus Brooks; age, 31; residence, 1217 19th St., San Francisco; assistant superintendent of the Pacific Steam Whaling Company.

2. How long have you been in the employ of the Pacific Steam Whaling Company, claimant in this cause?

Answer. Sixteen years, about.

3. Did you on the 18th day of December, 1900, in company with J. T. Grismore, one of the libelants in this cause, take certain measurements of the steamship "Valencia" in San Francisco Bay, California?

Answer. I did.

4. Who was present besides yourself and said Grismore at the time and place named in the last interrogatory?

Answer. Captain M. J. Lane and Mr. R. R. Pierson.

5. State what, if anything, was said by J. T. Grismore to you in the hearing of others present, or to those present in your hearing, relative to the manner said Grismore had been treated on said steamer "Valencia" on said voyage from San Francisco to Nome, Alaska, in May, 1900.

Answer. He said that he had no kick coming against the ship, the whaling company, the owners or the officers. That his kick was coming against the man who sold him

the ticket. That he had sold him a second-class ticket and then put him in the hold. That he was not a fisherman or a soldier, and would not ride in that part of the ship on any ship.

ALPHEUS B. BROOKS.

Cross-interrogatories propounded on the part of libellants to A. B. Brooks, a witness on behalf of claimant, and the answers of said witness thereto.

1. Are you now in the employ of the Pacific Steam Whaling Company? Answer. Yes, sir.

2. How came you to be present and take, or assist in taking, the measurements referred to in interrogatory number 3?

Answer. Was requested to do so by Mr. Taylor, the assistant secretary of the company.

3. If J. T. Grismore made any statement in your hearing and the hearing of the others present, state how he came to make any statement relative to his treatment on the steamer "Valencia" on the voyage referred to in interrogatory number 5.

Answer. In conversation he repeatedly referred to the deck of the ship as being a wooden deck, and that led to further conversation in which he said that he had no kick against the ship, the officers of the company. He wished to note that the deck was a wooden deck, and Captain Lane spoke up and said: "Hereafter when we take you again we will have porcelain decks and put in Pullman car berths," or something like that; and he said he had no kick coming against the ship; that he knew what she was; that he had worked on her and built bunks on her,

4. Have you named in your answer to interrogatory number 4 all that were present and heard the conversation, and especially that heard any statement made by J. T. Grismore? Answer. Yes, sir.

5. What was the conversation about, specially or generally?

Answer. General conversation as regards the measurements which we were taking and positions of different things that were placed on deck. The special conversation is what I have already testified to.

6. What caused you to note specially what J. T. Grismore said in regard to his treatment on the steamer "Valencia"?

Answer. The minute he used the words that "he had no kick coming against the ship, or the officers or the company," I thought it was very peculiar, the word "no kick coming." That attracted my attention.

7. Did J. T. Grismore address his remarks, or sayings, or statements in regard to the "Valencia" to any particular person or persons?

Answer. No, unless in answer to Captain Lane's remarks as regards the porcelain decks, etc.

8. State what was the particular conversation in which you or the others were engaged with J. T. Grismore at the time the measurements referred to were made.

Answer. Well, there was no particular conversation; it was a general conversation as regards measurements.

9. What, if any, particular word or words spoken by J. T. Grismore attracted your attention, and state why you remember their special relation to his treatment on the steamer "Valencia"?

Answer. The expression that he "had no kick coming," was the expression that attracted my attention, and why it attracted my attention was because it was very peculiar for a man who was bringing a suit against the company to voluntarily say that he had no kick coming against the ship or the officers of the company.

ALPHEUS B. BROOKS.

Deposition of R. R. Pierson.

Interrogatories propounded to R. R. Pierson, a witness in behalf of claimant, and the answers of said witness thereto.

1. State your name, age, residence, and occupation.

Answer. Richard R. Pierson; age, 41 years; residence, 405 Broderick St., San Francisco, California; engineer.

2. Were you present on the 18th day of December, 1900, on the steamship "Valencia" in San Francisco Bay, California, at the time certain measurements were taken by J. T. Grismore, one of the libelants in this cause, assisted by A. B. Brooks?

Answer. I was.

3. At the time and place in the last interrogatory referred to, what was said by J. T. Grismore to you, or in your hearing, if anything, relative to the manner in which the steamship "Valencia" had treated him upon a voyage from San Francisco to Nome, Alaska, in May, 1900.

Answer. He said that he had no kick against the ship, the owners, or the officers, but by the man that sold him the ticket; and Captain Lane asked him if he got the ticket at the office of the Whaling Company, and he said "no, he got it on Market Street."

4. State what other persons were present at the time and place said statement was made by said Grismore.

Answer. Captain Lane and Mr. A. B. Brooks.

R. R. PIERSON.

Cross-interrogatories propounded on the part of libellants to R. R. Pierson, a witness on behalf of claimant, and the answers of said witness thereto.

1. Are you now in the employ of the Pacific Steam Whaling Company? Answer. Yes, sir.

2. How came you to be present and take, or assist in taking, the measurements referred to in interrogatory number 2?

Answer. At the request of Mr. Brooks.

3. If J. T. Grismore made any statement in your hearing and the hearing of the others present, state how he came to make any statement relative to his treatment on the steamer "Valencia" on the voyage referred to in interrogatory number 3.

Answer. Well, Grismore insisted on a statement being made that the decks were wood. He wanted that specially understood for some reason or another—I don't know why—and Captain Lane made the remark that the next time that they took him up they would put porcelain decks in; that is what brought up this answer that he made, that he had no kick coming against the owners or the officers of the ship, but the man that sold him the ticket.

4. Have you named in your answer to interrogatory number 4 all that were present and heard the conversation, and especially that heard any statement made by J. T. Grismore?

Answer. Yes, sir.

5. What was the conversation about, specially or generally?

Answer. Well, general conversation about the measurements we were talking about.

6. What caused you to note specially what J. T. Grismore said in regard to his treatment on the steamer "Valencia"?

Answer. Well, I thought it was queer that a man suing a company would make that statement.

7. Did J. T. Grismore address his remarks, or sayings, or statements, in regard to the "Valencia" to any particular person or persons?

Answer. Well, I don't know as he did; probably more to Captain Lane than to anybody else.

8. State what was the particular conversation in which you or the others were engaged with J. T. Grismore at the time the measurements referred to were made.

Answer. Well, the conversation was in regard to these measurements.

9. What, if any, particular word or words spoken by J. T. Grismore attracted your attention, and state why you remember their special relation to his treatment on the steamer "Valencia"?

Answer. The remarks that Captain Lane made about the porcelain decks brought up this answer that he made that he had no kick against the owners, the officers nor the ship itself; he also stated that he had worked on the bunks and he knew what they were.

R. R. PIERSON.

Deposition of J. M. Lane.

Interrogatories propounded to J. M. Lane, a witness on behalf of claimant, and the answers of said witness thereto.

1. State your name, and whether you are the same J. M. Lane, master of the steamship "Valencia," heretofore called as a witness in this case?

Answer. Yes, sir, I am the same witness.

2. State if you were present on the 18th day of December, 1900, on board the steamship "Valencia," in San Francisco Bay, California, when certain measurements were being taken of said steamship by J. T. Grismore, one of the libelants in this cause, assisted by A. B. Brooks?

Answer. I was.

3. At the time and place in the last interrogatory referred to, what was said by J. T. Grismore to you, or in your hearing, if anything, relative to the manner in which the steamship "Valencia" had treated him upon a voyage from San Francisco to Nome, Alaska, in May, 1900.

Answer. Well, he made a request that it should be entered in the statement of the measurements that the decks were wood, and I told him that the next time we took him up that I would put porcelain decks in for him; then he said he had no kick coming with the officers of the whaling company or his treatment aboard the ship; that his kick was altogether with the man who had sold him his ticket; that he had sold him a second-class ticket; that he had put him in the hold, and that he said that he had been at sea before and that he had also worked on these bunks aboard of the ship while they were being built,

helped to build them and he knew just exactly what they were; that he knew what steerage was and he knew what cabin was. He also said that he would never go up again under the same conditions; that is, that he would never go up again on a steerage ticket, second-class ticket on any ship. He made the statement that the "Valencia" was as good, if not better, than some; as good as any of them and better than a good many.

4. State what other persons were present at the time and place said statement was made by said Grismore.

Answer. Mr. A. B. Brooks and Mr. Richard R. Pierson.

J. M. LANE.

Cross-interrogatories propounded on the part of libellants to J. M. Lane, a witness on behalf of claimant, and the answers of said witness thereto.

1. Are you now in the employ of the Pacific Steam Whaling Company? Answer. Yes, sir.

2. How came you to be present and take, or assist in taking, the measurements referred to in interrogatory number 2?

Answer. By orders from the head office in San Francisco, and at the request of the lawyers of Seattle, made the special request I be there, either I or someone else.

3. If J. T. Grismore made any statement in your hearing, and the hearing of the others present, state how he came to make any statement relative to his treatment on the steamer "Valencia" on the voyage referred to in interrogatory number 3.

Answer. Well, as near as I can say, he made his statement in answer to my telling him we would put porcelain

decks in for him the next time he went up with us and Pullman bunks below.

4. Have you named in your answer to interrogatory number 4 all that were present and heard the conversation, and especially that heard any statement made by J. T. Grismore?

Answer. Aboard the ship; yes, sir.

5. What was the conversation about, specially or generally?

Answer. You would not call it a general or special conversation. It was in regard to the measurements we were taking at the time, measuring the cooking apparatus, the position it occupied on the deck to some horse stalls, hatches.

6. What caused you to note specially what J. T. Grismore said in regard to his treatment on the steamer "Valencia"?

Answer. I was a little surprised to hear a man who had a suit against the company and ship make a remark of that kind, and I could not understand what his object was in doing it.

7. Did J. T. Grismore address his remarks, or sayings, or statements, in regard to the "Valencia" to any particular person or persons?

Answer. Well, I suppose he intended his remarks in answer to my remarks to him in regard to putting the porcelain decks in. That remark was to me.

8. State what was the particular conversation in which you or the others were engaged with J. T. Grismore at the time the measurements referred to were made.

Answer. In regard to measurements being taken, position of stalls and cooking apparatus.

9. What, if any, particular word or words spoken by J. T. Grismore attracted your attention, and state why you remember their special relation to his treatment on the steamer "Valencia."

Answer. His words were that "he had no kick coming against the company, ship or officers of the company, or his treatment aboard the ship; that his kick was entirely with the man who had sold him the ticket, and I asked him where he had bought his ticket; if he bought it from the main office on California street, and he said "no," he bought it from some man on Market street.

J. M. LANE.

State of California, }
City and County of San Francisco. } ss.

I, O. C. Pratt, a notary public in and for the said city and county of San Francisco, duly commissioned, do hereby certify that the witnesses, A. B. Brooks, R. R. Pierson, and J. M. Lane, in the foregoing depositions named, were by me first respectively duly sworn to testify the truth, the whole truth, and nothing but the truth; that said depositions were taken at the city and county of San Francisco, State of California, at my office in the Claus Spreckels Building on the 25th day of January, 1901; that the testimony of said witnesses, as appears by their respective answers to the direct and cross-interrogatories, respectively, hereby attached, was taken down by myself in

shorthand, afterwards typewritten, and when completed was by said witnesses respectively carefully read, and was in my presence subscribed and sworn to by said witnesses respectively.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco, this 29th day of January, 1901.

[Notarial Seal] O. C. PRATT,
Notary Public in and for the City and County of San Francisco, State of California.

[Endorsed]: Depositions of A. B. Brooks, R. R. Pier-son, and James M. Lane. Filed in the United States Dis-trict Court, District of Washington. February 5, 1901. R. M. Hopkins, Clerk. A. N. Moore, Deputy.

In the United States District Court, for the District of Washington, Northern Division.

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1,766.

ISAAC R. BIRT,

Libelant,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,805.

PACIFIC STEAM WHALING COMPANY,
PANY,

Claimant.

A. C. PORTERFIELD et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,845.

PACIFIC STEAM WHALING COMPANY,
PANY,

Claimant.

Stipulation as to Taking of Deposition of J. M. Lane.

It is hereby stipulated by and between the parties to the above-entitled causes that the deposition of J. M. Lane, a witness on behalf of the claimant in the above-entitled causes, may be taken upon the annexed interrogatories and cross interrogatories at San Francisco, California, before O. C. Pratt, a notary public in and for the city and county of San Francisco, State of California, upon any day or days between the date hereof, and the first day of February, 1901, as may be mutually convenient to said notary and witness, at the office of said notary, in the Spreckels Building, San Francisco, California, and when so taken

said deposition to be forwarded to the clerk of the United States District Court, for the District of Washington, Northern Division, at Seattle, Washington, and that the same may be used upon the trial of said causes with the same force and effect as though said witness was personally present, and testified before the United States Commissioner of said court, to whom was referred said causes for the purpose of taking testimony.

Written or oral notice of the time and place of taking deposition is hereby waived by proctors for libelants and intervening libelants and claimant, and all matters as to form in the return of said deposition is hereby expressly waived.

Libelants reserve the right to except to any and all of the interrogatories and answers as to competency, relevancy, and materiality, and the same right is reserved to claimant as to cross-interrogatories and answers.

Dated, Seattle, Washington, January 11, 1901.

P. P. CARROLL,

Proctor for Libelants and Intervening Libelants in said Causes.

GORHAM & GORHAM,
Proctors for Claimant in said Causes.

*In the United States District Court for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,766.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

ISAAC R. BIRT,

Libelant,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,805.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

A. C. PORTERFIELD et al.,	}	No. 1,845.
Libelants,		
vs.		
Steamship "VALENCIA,"	}	No. 1,845.
Respondent.		
PACIFIC STEAM WHALING COM- PANY,		
Claimant.		

Deposition of J. M. Lane.

Be it remembered that pursuant to the stipulation hereunto annexed, and on the 25th day of January, 1901, at the office of O. C. Pratt, the notary public named in said stipulation, in the Claus Spreckels Building, in the city and county of San Francisco, State of California, before me, said notary public in and for the said city and county of San Francisco, duly commissioned to administer oaths, etc., personally appeared J. M. Lane, a witness on behalf of the claimant in the above-entitled causes now pending in said court, who being by me first duly sworn on oath to make true answers to the following interrogatories and cross-interrogatories, and to testify thereto to the whole truth and nothing but the truth, did make, subscribe, and swear to the following interrogatories and cross-interrogatories as a witness on part of the claimant in the above-entitled causes as follows:

Interrogatories propounded to J. M. Lane, a witness in behalf of the claimant in the within entitled causes, and the answers of said witness thereto:

1. Are you the same J. M. Lane, master of the steamship "Valencia" who testified hereinbefore in said causes in behalf of claimant?

Answer. I am.

2. Do you know L. W. Brady, one of the under stewards on the steamship "Valencia," on her voyage between San Francisco, and Nome, Alaska, in May, 1900?

Answer. Yes, sir.

3. Where and when did said Brady leave said vessel?

Answer. He ran away from the ship in Nome; he deserted the "Valencia" on that trip there.

4. Did said Brady leave said vessel voluntarily or otherwise?

Answer. He left without anyone knowing it except himself; that is what we term a deserter.

6. State fully the cause of said Brady leaving said vessel.

Answer. On the passage up to Nome the purser in his rounds found Brady had a man stowed away, stowed away in the steerage; and I sent for him and asked him what he had the man there for. He said that he was just giving him a passage up to Nome, and the man claimed that he paid him twenty dollars for his passage and Brady denied it. I had the two of them in my chart-room. I then ordered the purser to charge Brady with seventy-five dollars for this man's passage up and told Brady to go back and go to his work, and he had very little money due him. He would not have earned over fifty dollars or sixty dollars for the entire passage anyhow, so that he saw he would be in debt and he ran away in Nome. I have not seen him since.

7. Said Brady was a witness for libelants and intervening libelants in said causes, and he testified in reference to preparing and serving the food for the steerage passengers, that they (meaning those whose duty it was to prepare the food) didn't have the right facilities to work with. State whether that statement on Brady's part is true or not, and state fully what facilities said steamship was equipped with, for preparing and serving food to the number of passengers on said voyage?

Answer. We had facilities for cooking for one thousand men, as I consider, and I think it is so considered by the Government one of the finest cooking outfits as there was out of the port here. We had a large steam cooker with six compartments in it about eighteen inches wide, two feet long and twelve inches deep, each compartment. There were six separate compartments in it. That was for either baking; could either roast or bake with it or anything. Then we had two steamers that were probably two feet square by two feet high, two feet each way, by three feet deep, that you could boil anything in; could make soup in them, steam potatoes or steam bread or anything of that kind. Brady's statement was not true.

8. Said Brady further testified that the meat served as food to steerage passengers on said voyage was bad and not fit for use. State whether or not that is true.

Answer. No, sir, there was never one complaint on the whole voyage in regard to any food being spoiled. The only complaint about the food on that passage up was the first day out of here, and the second day from here—they were all seasick. They sent me a petition

and in the petition said "the mush and potatoes were only half cooked and the steerage was dirty where some one had thrown up down there, and had not been cleaned up, and I went down and investigated and found no dirt, and I went down several times after that, and they were all universal in their praise of the food and that everything was all right. And I even bought in Dutch Harbor, so as not to be short on provisions, I bought eight frozen bullocks and eight frozen sheep in addition to the meat I had aboard in ice. The meat was only aboard eight days, and it would be impossible for meat to spoil in that time up to Dutch Harbor, then eight days out from Dutch Harbor, altogether sixteen days; any meat will keep that time up there in frozen weather.

9. Said Brady further testified that the steerage was very dirty, and that he didn't have help enough to clean it. State whether that statement is true or not, and state the condition of the steerage on that voyage, as far as you know it.

Answer. The steerage was all painted and cleaned out here when we left and he had all the help that he could work in there, and told me half a dozen times when I had been down there that he had all the help he could work. There was a time when passengers would get down there and would not get out on deck so they could clean things up, and there might have been a little time when there was a good deal of dirt on the floor. I had a good deal of trouble with the passengers about their baggage; they insisted instead of putting their baggage in their trunks or in the baggage room—they insisted on putting it in the alleyway, which blocked the way in

case of an emergency, in case of a collision, and two or three times when I went down I had some words with some of the passengers, and finally I gave Brady orders, if any baggage was found in the alleyway to have it picked up and brought up on the deck to me, and I would see it was put away in the storeroom.

10. Said Brady further testified that the steam pipes running through the steerage were leaking all the time, and that some of the bunks were wet, and that they could not sleep in them on that account, and had to sleep on the tables and one thing and another. State if this is true or not, and state fully what was the condition of the steam pipes running through the steerage.

Answer. No, sir, there was no steam pipes leaked. There was never any complaint came to me about the pipes leaking, nor anyone not being able to sleep in their bunks, and if the steam pipes had been leaking, which is likely for any steam pipes to leak, it would be very easily fixed aboard the ship. We had all the facilities for fixing them, and it would have been very little trouble to fix them; we had four engineers and several mechanics there. There never was any complaint. There was never any complaint in the testimonial the passengers signed and brought to me in regard to leaking, and no individual came and told me that the pipes were leaking. I was through the ship every day up to the time we got away from Dutch Harbor around the land—after that when I was up in thick weather and fog I never used to leave the bridge, but my purser used to go around with the steward and his reports were sent to me regular every day. And two days or three days before we ar-

rived in Nome there was a testimonial brought to me by one of the steerage passengers who had a berth in the same compartment with Mr. Grismore; that was signed by a good many of the cabin passengers and a good many of the steerage passengers—there were probably one hundred and fifty or two hundred and fifty names on the letter they brought me, the testimonial, thanking me for the courtesy that had been extended them on the ship and for their accommodations and praising both the ship and myself and officers, which testimonial was accompanied by a purse made up by both steerage and cabin passengers.

J. M. LANE.

Cross-interrogatories propounded on the part of libelants to J. M. Lane, a witness on behalf of claimant, and the answers of said witness thereto.

1. If in your answer to interrogatory number 4 you say that Brady left the vessel involuntarily, then state what you mean by the word involuntarily and the cause that produced his involuntary action.

Answer. I didn't state that he left involuntarily. I don't know the meaning of the word; I knew that he left, ran away, deserted.

2. If in your answer to interrogatory 6 you say he was forced from the vessel by reason of his misconduct, state fully the facts concerning his misconduct and why you, as master of the vessel, did not have him apprehended and dealt with according to law, if his acts were unlawful or criminal.

Answer. Well, I didn't put him under arrest aboard

the ship, for the simple reason we needed him to look after his work, and the expense that would put the company to and the worry and trouble and time lost in prosecuting. It is easier to let those things go, reprimand him and let him go. I had also told the purser to charge him seventy-five dollars for the man's passage and let it go at that. I never heard any complaint about his not being able to do the work with the exception of once when I first got that petition two days out from San Francisco, signed by a good many of the steerage passengers.

3. What opportunity did you have to examine and know of the condition of the steam pipes referred to in interrogatory number 10?

Answer. I was down amongst them every day regularly in my inspection rounds; I saw all the pipes there, and if they had been leaking I would certainly have seen them.

4. Did you examine these steam pipes every day, did you examine them every hour? How often did you examine them each week?

Answer. I did not examine them at all more than on casual examination every day more than going around looking at the ship every day, on the rounds every morning at 11 o'clock, examined the pipes. They were all in open sight, and if they had been leaking it would be an easy matter to see the leak; and if they had been leaking, the orders would have been given to the engineers to have repaired them.

5. Was it your duty or the duty of the engineer or other officer in charge of the machinery of the vessel to

examine the steam pipes and see if they were in proper condition and repair?

Answer. It was the engineer's duty, sir, and the duties of the steward and watchman looking after the decks; and my duty as general inspector of the ship every day, to inspect not only the pipes, but all other parts of the ship.

6. Could not the steam pipes referred to in interrogatory number 10 be in a leaky condition for a short or a long time without your knowledge, and could they not be repaired if leaking without your being aware of the fact?

Answer. No, not for a long time, they could not have been leaking. They might have leaked for half an hour or so, and I not know anything about it. The report would come to me on my usual round of inspection if they had been leaking. There would have been some complaint made to me in regard to the pipes if they had been leaking.

J. M. LANE.

State of California,

City and County of San Francisco.

}
} ss.

I, O. C. Pratt, a notary public in and for the said city and county of San Francisco, duly commissioned, do hereby certify that the witness, J. M. Lane, in the foregoing deposition named, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that said depositions were taken at the city and county of San Francisco, State of California, at my office, in the Claus Spreckels Building, on the 25th day of January, 1901, at the hour of 2 o'clock P. M. of said day; that

the testimony of said witness, as appears by his answers to the direct and cross interrogatories, respectively, hereto attached, was taken down by myself in shorthand, afterwards typewritten, and when completed was by said witness carefully read, and was in my presence subscribed and sworn to by said witness.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco, this 29th day of January, 1901.

[Notarial Seal] O. C. PRATT,
Notary Public in and for the City and County of San
Francisco, State of California.

[Endorsed]: Deposition of J. M. Lane. Filed in the United States District Court, District of Washington. February 5, 1901. R. M. Hopkins, Clerk. A. N. Moore, Deputy.

*In the United States District Court for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1,766.

ISAAC R. BIRT,

Libelant,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,805.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

A. C. PORTERFIELD et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,845.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Stipulation as to Testimony of Certain Witnesses.

It is hereby stipulated by and between the parties to the above-entitled cause No. 1,766 that J. G. McCall of San Francisco, California, if produced as a witness on the trial of the above-entitled cause No. 1,766, on behalf of the claimant therein, would testify as follows:

That he was the person who sold the tickets to John T. Grismore for the transportation of John T. Grismore and George C. Grismore, upon the steamship "Valencia," from San Francisco, to Nome, Alaska, upon the first

voyage of said steamship, leaving the port of San Francisco on or about the 25th of May, 1900.

That at the time of selling said tickets to said Grismore he notified said Grismore that there were but two classes of tickets for passengers on said steamer, viz., first and second class.

That he did not state to said John T. Grismore at the time said tickets were purchased as aforesaid that said Grismores, or either of them, would be furnished with quarters forward of the main house on the main deck, or make any statement to that effect.

That he did not state that said Grismores, or either of them, would be treated as good as first-class passengers, or make any statement to that effect.

That he did not state that said Grismores, or either of them, would have as good food as any first-class passenger, or make any statement to that effect, and that he did not state that said Grismores, or either of them, would be allowed the privilege of the ship, or make any statement to that effect.

That said John T. Grismore did not state at said time that he would not ride where the soldiers had to ride, referring to the quarters fitted for the accommodations forward below the main deck, or make any statement to that effect.

That at said time said John T. Grismore was requested by said McCall to read the conditions of the contract printed on the face of the ticket; and agree to the same by signing at the foot thereof for himself and G. C. Grismore, all of which was done by said John T. Grismore.

That said McCall at said time informed said John T. Grismore that the berths assigned to him and G. C. Grismore would be standee berths, with mattresses furnished, located forward between decks, on said steamer, and that said Grismores would be furnished with the same accommodations, meals, etc., as other second-class passengers.

That said McCall is a citizen of the United States, over the age of twenty-one years, and a resident of the city of San Francisco, California, and that he is not in the employ of the claimant in said cause, and has no interest in said cause or the result of the trial thereof.

It is further hereby stipulated by and between the parties to the above-entitled cause No. 1,805 that J. H. Whitham, of San Francisco, California, if produced as a witness on the trial of the above-entitled cause No. 1,805, on behalf of the claimant therein, would testify as follows:

That he was a citizen of the United States, over the age of twenty-one years, a resident of the city of San Francisco, California, and a clerk employed during the month of May, 1900, in the office of the Pacific Steam Whaling Company, San Francisco, California, and that he has no interest, direct or indirect, in said cause or the result of the trial thereof.

That he is the person who sold the tickets to I. S. Birt and F. M. White, libelants in said cause, for transportation of said Birt and White upon the steamer "Valencia" from San Francisco, to Nome, Alaska, upon the voyage of said steamer leaving the port of San Francisco on

or about the 25th of May, 1900; that at the time of selling said tickets to said Birt and White he notified each of them, that there was but two classes of tickets for passengers on said steamer, viz., first and second class.

That at said time he requested said Birt and White to read the conditions of the contract printed on said tickets and to agree to the same by signing their names at the foot thereof, all of which was done by said Birt and White.

That at said time said Whitham informed said Birt and White that their berths would be standee berths, located forward, between decks on said steamer, with mattresses furnished, with the same accommodations, meals, etc., as other second-class passengers.

That said Whitham did not state to said Birt that he would have just the same food that the cabin passengers had, or words to that effect, or that he would be put upon the main deck, or words to that effect.

It is hereby further stipulated by and between the parties to the above-entitled cause No. 1,845 that J. G. McCall, of San Francisco, California, if produced as a witness in the above-entitled cause, on behalf of the claimant therein, would testify as follows:

That he was a citizen of the United States, over the age of twenty-one years, and a resident of the city of San Francisco, California, and the person who sold the tickets to F. J. Murphy, George Sandmann, and Charles Scott for transportation of said persons, upon the steamship "Valencia" from San Francisco to Nome, Alaska, upon the voyage of said steamship leaving the port of San Francisco, on or about the 25th of May, 1900, and

that he is not in the employ of the Pacific Steam Whaling Company, claimant in said cause, and has no interest, direct or indirect, in said cause, or in the result of the trial thereof.

That at the time of selling said tickets to said Murphy, Sandmann and Scott, he notified each of them that there were but two classes of tickets for passengers on said steamer, viz., first and second class; that he requested each of said last-named persons to read the conditions of the contract, printed on the face of their tickets, and agree to the same by signing their names at the foot thereof, all of which was done by said last-named persons.

That at said time, he notified said Murphy, Sandmann, and Scott that they would be furnished standee berths, located forward between decks on said steamer, with mattresses furnished, and that they would be furnished the same accommodations and meals, etc., as other second-class passengers.

That he did not state to said Scott that the second-class ticket on said steamer was almost as good as a first-class ticket, or words to that effect.

That he did not state that said Scott would be on the same deck with the first-class, or words to that effect, and he did not state that said Scott would eat at the second-table in the first-class, or words to that effect, and he did not state that said Scott was to have the best berth in the middle of the ship, or words to that effect.

It is hereby further stipulated that C. G. Conklin, of San Francisco, California, if produced as a witness on

the trial of said cause No. 1,845, on behalf of the claimant herein, would testify as follows:

That he was a citizen of the United States, over the age of twenty-one years, and a resident of San Francisco, California; that he is not in the employ of the Pacific Steam Whaling Company, claimant in said cause, and is not interested, directly or indirectly, in said cause, or in the result of the trial thereof.

That he is the person who sold a ticket to A. C. Porterfield, libelant in said cause, for transportation upon the steamship "Valencia" from San Francisco to Nome, Alaska, upon the voyage of said steamship, leaving the port of San Francisco, on or about May 25th, 1900.

That at the time of selling said ticket to said Porterfield he notified said Porterfield that there were but two classes of tickets for passengers on said steamer, viz., first and second class; that at said time he requested said Porterfield to read the conditions of said contract, printed on the face of said ticket, and agree to the same by signing his name at the foot thereof, which was done by said Porterfield.

That he notified said Porterfield that his berth would be a standee berth, located forward between decks, on said steamer, with mattresses furnished, and that he would be furnished the same accommodations, meals, etc., as other second-class passengers.

That at said time he did not state to said Porterfield that the only difference would be in sleeping, because he could not have the first cabin, or words to that effect, and he did not state at said time that the eating was

just the same, or words to that effect, and that he did not state at said time that said Porterfield would have the same table as first-class passengers did, or words to that effect.

It is further stipulated in said cause No. 1,845 that J. T. Whitham, of San Francisco, California, if produced as a witness upon the trial of said cause on behalf of the claimant therein would testify as follows:

That he was a citizen of the United States, and a resident of San Francisco, California, over the age of twenty-one years; that during the month of May, 1900, he was employed in the main office of the Pacific Steam Whaling Company, on California street, in San Francisco, California, as ticket agent, and as such had sole and exclusive charge of the sale of all tickets for the transportation of persons on the steamer "Valencia" upon her voyage, leaving the port of San Francisco on or about May 25th, 1900, and that no other person sold any tickets for transportation on said voyage at the office of said company.

That said company has but one office in the city of San Francisco, which is located on California street; that the only tickets for transportation on said steamer for said voyage sold by persons other than said Whitham were sold by brokers at different brokerage offices in San Francisco, none of which were located in the same building as said company's office, or upon said street.

That no ticket for the transportation of R. L. Lewis, libelant, in said cause for passage on said steamer on said voyage was sold by said Whitham, or by any other person at the main office of said company on California

street, San Francisco, and that said Lewis purchased or caused to be purchased his ticket for passage on said steamer on said voyage at the office of some ticket broker, handling the tickets on commission for said company.

And that C. G. Conklin and J. G. McCall, hereinbefore in this stipulation referred to, were not in the employ of said steamship company at any time, and in the sale of tickets by them as hereinbefore set forth, they acted merely as ticket brokers upon commission.

It is further stipulated that Dan Dogan, Isaac Holliday and J. R. Evans, if produced as witnesses on the trial of said causes, on behalf of the claimant therein, would each testify as follows:

That he was a second-class passenger upon the steamer "Valencia" from San Francisco to Nome, Alaska, leaving the former port on or about May 25th, 1900, for which passage he paid the sum of seventy-five dollars and no more.

That at all times on said voyage he was treated by the master, officers, and crew of said steamer courteously; that on said voyage he was furnished with sufficient wholesome food, properly cooked and properly served and sufficient water for drinking purposes. That during said voyage he was acquainted with the above-named libelants and intervening libelants, and that during the whole of said voyage they received the same treatment from the officers and crew, and were furnished with the same character and quantity of food and water as witnesses, and that their food was served in the same manner as witnesses'.

That witness' berth was a standee berth, similar to, and located in the same part of the ship as libelants' berths, and during said voyage the sleeping quarters and closets were kept as comfortable and clean as the crowded condition of the steamer would permit, and that at no time did witness have cause to complain in relation thereto.

That witness was around about the ship and at the table when meals were served each day during said voyage, and that libelants had no just cause for complaint against the ship, officers, or crew during said voyage, either in the matter of their treatment by the officers and crew, the quality or quantity of food and water, the manner in which the same was served, or the condition in which their quarters were kept.

That he traveled between the port of Seattle and Nome, during the season of 1900, second class, upon a steamer of the Pacific Coast Steamship Company, the "Senator," and a steamer of the North American Transportation and Trading Company, the "Roanoke," and that the treatment and accommodations he received and the food furnished were of a higher grade on the steamer "Valencia" on said voyage than on either of the other steamers above mentioned, which were of the same build and class as the steamer "Valencia" and upon which the fare charged was the same.

It is further stipulated in said causes that E. L. Griffith, of San Francisco, California, if produced as a witness on the trial of said causes on behalf of the claimant, would testify as follows:

That he was the manager of the Pacific Steam Whaling Company, claimant in said causes, at all times subsequent to January 1st, 1900, and that as such he had the general supervision of the fitting out and dispatching the steamer "Valencia" upon her voyage to Nome in the month of May, 1900, and that said vessel was prior to her departure from San Francisco on or about May 25th, 1900, well and sufficiently equipped, tackled, manned, appareled, furnished and supplied, for said voyage and for the full limit of passengers allowed by law to be carried on said steamer.

It is further stipulated between the parties to said causes that the production of said witnesses, McCall, Whitham, Conklin, Dogan, Holliday, and Evans and Griffith, on behalf of claimant, is hereby expressly waived, and that the respective statements herein contained shall be taken and used as the evidence of said witnesses on behalf of the claimant upon the trial of said causes, severally, as above stipulated.

Seattle, Washington, January 9, 1901.

P. P. CARROLL,
Proctors for Libelants and Intervening Libelants in said
Causes.

GORHAM & GORHAM,
Proctors for Claimant in said Causes.

*In the United States District Court for the District of
Washington, Northern Division.*

IN ADMIRALTY.

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1766.

ISAAC R. BIRT,

Libelant.

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1805.

A. C. PORTERFIELD et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1845.

Stipulation.

It is hereby stipulated by and between the parties hereto, for the purpose of avoiding the expense and delay of taking formal proof, that the following facts shall be considered upon the final hearing of said causes with the same force and effect as though formally proven.

First.—That the steamship "Valencia," respondent herein, in the month of May, 1900, while en route from the port of San Francisco, California, to the port of Nome, Alaska, upon the voyage described in the libels and intervening libels herein, was inspected at Seattle, Washington, by the United States Local Inspectors of Steam Vessels, and by them found to be properly and sufficiently tackled, appareled, furnished and equipped with accommodations for six hundred and fifteen passengers for the voyage she was about to undertake, which was accommodations for thirteen passengers in excess of the number per-

mitted by said steamer to be carried under the certificate of inspection then in force on said steamer, and that said local inspectors at the request of the claimant thereupon granted a special permit to said steamer to carry thirteen passengers additional to the number of passengers permitted to be carried under said certificate of inspection, which is hereto annexed, marked Exhibit "4," and made a part hereof.

Second.—That prior to the departure of said vessel on her said voyage from Seattle to Nome all passengers were ordered ashore by the United States Customs Inspectors at Seattle, for the purpose of ascertaining the number of passengers sailing on said vessel on said voyage, and upon said passengers embarking thereon said inspectors found the number of passengers said steamer was then to carry to be within the limit of the number of passengers permitted by her certificate of inspection including the special permit issued by the local Board of Inspectors of Steam Vessels at Seattle.

Third.—That each of the libelants before filing his libel herein offered the Pacific Steam Whaling Company, claimant, to settle in full for all claims and demands against the claimant or the steamship "Valencia" for the sum of seventy-five dollars.

Fourth.—That the so-called science of Osteopathy is not recognized by the State Board of Medical Examiners as a part of or pertaining to the science of pathology, and

no physicians or surgeons are licensed to practice medicine or surgery within the State of Washington as Osteopaths, or by reason of their proficiency in the alleged science of Osteopathy.

Fifth.—That the shipping receipt or bill of lading issued by claimant to and accepted by libelants Birt and White for the shipments made by them, as set forth in their libels, is in the form hereto annexed, marked Exhibit "5," and made a part hereof, and that all of the terms and conditions expressed therein and on the back thereof were agreed and subscribed to by said Birt and White.

Dated Seattle, Wash., January 31, 1901.

P. P. CARROLL,

Proctor for Libelants and Intervening Libelants in said Causes.

GORHAM & GORHAM,

Proctors for Claimants in said Causes.

CONDITIONS.

It is specially agreed that arrival at a usual anchorage at said port, place or landing and readiness there to discharge at ship's tackles after notice to the consignee, shall end the voyage and the responsibility of the company and ship as carrier. If on arrival, the company shall have in operation barges or lighters for landing freight, the use thereof to assist the discharge of freight for the company's patrons shall be without charge to them, but such service will not be deemed to be a part of the voyage of the ship, nor does the company warrant that it shall have such barges or lighters for discharging purposes, or that the same shall be operated, and it is further specially agreed that in case of loss or damage while the said freight shall be in course of being received, transported or delivered by such barge or lighter, the liability of the company for all loss and damage shall in no case exceed the value of said barge or lighter as it shall exist after such loss or damage.

The carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the sea, or other waters, by fire from any cause and wheresoever occurring, by barratry of the master or crew, by enemies, pirates, robbers, by arrest and restraint of princes, rulers, or people, riots, strikes or stoppage of labor, by explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances, or other cause of unseaworthiness, whether existing before or after shipment, by collisions, stranding, or other accidents of navigation of whatever kind, provided the owner or the ship's husband or manager shall have exercised due diligence to make the said vessel in all respects seaworthy and properly manned, equipped and supplied. This bill of lading is made subject to the provisions of the Act of Congress of February 13, 1893, "An Act relating to Navigation, bills of lading, etc.," which provisions, if there be conflict between them and the stipulations hereof, shall be deemed to control in each case of such conflict.

The steamer or steamers on which the property herein described shall be forwarded shall have leave to tow and assist vessels; to sail with or without pilots; to tranship to any other of the carrier's steamers, or steamers employed by said carrier; to lighter from steamer to steamer, or to and from steamer and shore; to transfer to and from hulks, to ship by other carrier or conveyance goods destined for ports or places off the route, or beyond the port of discharge of said steamer, but under no circumstances shall the carrier be held responsible for any damage to or loss of said property after the same shall be unhooked from the vessel's tackle.

The Carrier shall not be responsible for leakage of oils, liquor or other liquids, breakage of glass or queensware, injury to or breakage of glass, looking glasses, show-cases or picture frames, stoves, hollow-ware, or other frail castings, or for breakage of any property packed in boxes, barrels, crates or bales when such packages do not present evidence of rough handling or improper stowage, or for any injury to the hidden contents of packages, or for breakage resulting from the fragile nature of the freight, or from chafing, wet or rust, resulting from the imperfect or insecure packing or insufficient cooverture, or the result of shipping without packing; or for loss in weight of coffee, grain or any other freight packed in bags, or for loss in weight of rice in tierces, sugar in barrels, or for the decay of perishable articles, or damage to any article arising from the effect of heat or cold, sweating or fermentation, or by reason of its own inherent vice or liability, or for loss or damage resulting from providential causes, or for damage to tobacco caused by stains to packages or by sweating or fermentation; or damage to cargo by vermin, burning, or explosion of articles on freight or otherwise, or loss or damage on account of inaccuracy or omissions in marks or descriptions, or from unavoidable detention or delay; nor for loss of specie, bullion, bank notes, government notes, bonds, or consols, jewelry or any property of special value, unless shipped under its proper title or name, and extra freight paid thereon.

Live stock, to be carried at owner's risk. Wool in bales, dry hides, butter and egg boxes, and other packages, must be, each and every package, marked with the full address of the consignee, and if not so marked, it is agreed that the delivery of the full number of packages, without regard to quality, shall be deemed a correct delivery, and in full satisfaction of this receipt.

Advance charges shall be repaid to Carrier, vessel or property lost or not lost at any stage of the entire transit, and if freight and charges are not paid within thirty days after notice to consignee of arrival of vessel at port or place of destination the Carrier may sell the said property at public or private sale and apply the proceeds in payment of freight, storage and all other charges; or the master may dispose at any time of any article of a perishable nature when in his opinion the said articles would become decayed or worthless before they could be delivered to the consignee or owner.

The property shall be received by the consignees thereof at the vessel's tackle immediately upon arrival of the vessel at the port or place of delivery, without regard to weather; if the consignee is not on hand to receive the property, as discharged, then the Carrier may deliver it to the wharfinger, or other party or person believed by said Carrier to be responsible, and who will take charge of said property and pay freight on same, or the same may be kept on board or landed and stored in hulks, or put in lighters, by the Carrier, at the expense and risk of the owner, shipper or consignee, and at his or their risk of any nature whatever. And further, that in case the vessel should be prevented by stress of weather or other cause from entering the port or place of delivery, or from discharging the whole or any part of her cargo there, the said property may, at the option of the master or agent, be conveyed upon said vessel to the nearest or other port, and thence returned to the port of delivery by the same or other vessel, subject to all the provisions of this contract in regard to the original voyage, and at the risk of the owner, shipper or consignee of said property.

The person or party delivering any property to the said vessel or Carrier for shipment, is authorized to sign the shipping receipt for the shipper. The Carrier, shall in no event be liable for any injury to said property, or for any damage or loss suffered by the owner, or by the consignee thereof, unless its negligence or the negligence of its officers or servants shall have occasioned the same; and in the event that the Carrier shall become liable for any such injury, damage or loss, it shall have the benefit of any insurance procured on the said property. The collector of the port is hereby authorized to grant a general order for discharge immediately after the entry of the ship at the custom house. On delivery of the property enumerated, as provided herein, this receipt shall stand cancelled, whether surrendered or not.

All claims for damage to or loss of any property to be presented to the Carrier within ten days from date of notice thereof (the arrival of vessel at port or place of discharge, or the knowledge of the stranding or loss of vessel to be deemed notice), and that after sixty days from such date no action, suit or proceeding in any court of justice shall be brought for any damage to or loss of said property; and a failure to present such claim within said ten days or to bring suit within said sixty days, shall be deemed a conclusive bar and release of all right to recover against the vessel or its master, said Carrier or any of the stockholders thereof, for any damage or loss. Claim for loss of or damage to any of the said property shall be restricted to the cash value of same at the port of shipment at the date of shipment, unless otherwise agreed.

On the happening of any accident whereby the steamer shall become disabled, the Carrier is hereby authorized to forward the freight or property to the port of delivery by other conveyances at the option of the master, and shall receive extra compensation for such service, whether performed by the Carrier's own vessels or those of strangers; and in case of salvage service rendered to the freight or property during the voyage by a vessel or vessels of the said Carrier, such salvage service shall be paid for as fully as if such salvaging vessel or vessels belonged to strangers.

The Carrier shall not be required to deliver the property at the port of delivery in any specific or particular time, or to meet any particular market.

The Carrier shall not be held liable or responsible for any loss or damage resulting from the non-delivery or mis-delivery of property, on account of its not being properly marked with shipping mark and name of port of delivery, and should it be found on the cargo being discharged, that goods have been landed without marks, or with marks differing from those on the shipping receipt, or with marks and numbers not distinguishable, the same shall be apportioned to the different incomplete or short consignment lots, and consignees shall conform to such allotment.

It is understood that the Carrier's vessels are warranted seaworthy only so far as due care in the appointment or selection of agents, superintendents, pilots, masters, officers, engineers and crew can secure it; and the Carrier shall not be liable for loss, detention or damage arising directly or indirectly from latent defects in boilers, machinery, or any part of the vessel, provided reasonable measures have been taken to secure efficiency.

In case the steamer shall be prevented from reaching her destination by quarantine, the Carrier may discharge the property into any depot, lazaretto or other receptacle, and such discharge shall be deemed a final delivery, and all quarantine expenses of whatsoever kind on the property shall be borne by the owner thereof and shall be a lien thereon. General average payable according to York-Antwerp Rules of 1890.

In all cases when the word Carrier is used herein as representing or as in place of the Pacific Steam Whaling Company it is also understood to cover and include its stockholders and vessels and the masters thereof.

These conditions and stipulations to run to all connecting water carriers and the delivery of the property or freight to a connecting carrier by land shall be understood as an acceptance by the shipper and owner of the conditions and stipulations of such shipping receipt as is used by such connecting carrier in its local business at the place of transfer.

In consideration of the carrier's agreement, hereby assent to all of the foregoing conditions.

Exhibit No. 4.

By Authority of the United States of America

Two copies of this certificate must be exposed under glass, where passengers and other persons can see them. (Section 4423, Revised Statutes.)

CERTIFICATE OF INSPECTION FOR PASSENGER STEAMERS.

Exhibit "4."

Passenger Steamer "Valencia."

State of California, }
District of San Francisco. } ss.

Application having been made in writing to the undersigned, Inspectors for this District, to inspect the steamer "Valencia," of San Francisco in the State of California, whereof the Pacific Steam Whaling Company is owner and M. Lane is master, and having performed that duty, on the 6th day of March, 1900, do certify that the said vessel was built at Philadelphia in the State of Pennsylvania, in the year 1882; that the hull is constructed of iron, and, as shown by official records, is of 1596 gross tons; that the said vessel has 37 staterooms and 128 berths and is allowed to carry 503 passengers, viz.: 128 first-cabin, —second-cabin and 375 deck or steerage passengers; also, is required to carry a full complement of officers and crew, consisting of 1 master (and pilot), 3 mates, 4 engineers, 2 watchmen, and 40 crew (3 oilers, 6 firemen, 3 coal passers). That the said vessel is provided with 1 compound condensing engine of 32, 59 3-8 inches diameter

of cylinder, and 3 feet stroke of piston, and 2 boilers, 11 feet in length and 150 inches in diameter, made of iron, in the year 1882, and are allowed a steam pressure of 80 pounds to the square inch, and no more. The said vessel is permitted to navigate, for one year, the waters of the Pacific Ocean, between San Francisco and other ports, and touching at intermediate ports, a distance of about —miles and return. Boated to tonnage.

The following particulars of inspection are enumerated, viz.:

Load-line draft 19 feet —inches. Water-tight across bulkheads, No. 5. Has permanent stairways from main to upper deck, Yes. Anchors, 4, and cables 3 No. 7. Drags No. 2. Has ropes manilla, Yes. Has iron rods chains, yes. Has additional steering apparatus, consisting of tiller and tackles. Has wire bell pulls, yes. Has signal tubes from pilot house to engine room, yes. Has name in letters six inches long on side of pilot house, yes. Location of steam whistle, correct. Compasses, No. 5. Has signal lights $6\frac{1}{2}$ inches by 11 inches. Metal lifeboats No. 4. Wooden lifeboats, No. 2. Collapsible (folding) lifeboats No. —. Every lifeboat has painter, life lines, and not less than 4 oars, yes. Life rafts, No. 3.

Life preservers, No. 600. Has line-carrying projectiles and means of propelling them, yes. Hand fire pumps, No. 2. Hose, internal diameter of $2\frac{1}{2}$ inches. Hose, length of, 450 feet. Fire buckets, No. 96. Water barrels, No. —. Water tanks, No. —. Axes, No. 10. Stoves securely fastened to deck, yes. Has two copies steamboat law on board, yes. Has two copies, pilot rules on board, yes. Boilers, No. 2. When built, 1882. Where built,

Philadelphia, Pa. By whom built, W. Cramp & Sons. Boiler-plate iron. Thickness of .810 inches. Tensile strength of 45,000. Ductility of 22. Record in local inspectors' office at New York. Boiler shell drilled August 1892; thickness of plate found 81-100 inch. Longitudinal seams double riveted; holes punched; steam pressure allowed, 80 lbs. Hydrostatic pressure applied, 120 lbs. Furnaces, No. 6. Length, 8 feet, 11 inches. Diameter, 42 inches. Thickness, 9-16 inch. Tubes, No. 392. Length, 8 feet, 11 inches. Diameter, 3 inches. Thickness, No. 9 B. W. G. Safety valves, No. 5; aggregate area, 113.45 inches. Weight and springs adjusted to blow off at 80 lbs. pressure. Steam gauges, No. 3. Gauge cocks, No. 6. Low-water gauges, No. 2. Fusible plugs, No. 2. Feed pumps for boilers, No. 2. Steam pumps, double acting, No. 4. Donkey boilers (iron) No. 1. Diameter of —. Thickness of plate, 40. Tensile strength of plate, 50,000. Ductility of plate, 50. Record in office of local inspectors at * * *. Steam pressure allowed to donkey boiler, 80 lbs. Hydrostatic pressure applied to donkey boiler, 140 lbs.

O. F. BOLLES,

Inspector of Hulls.

JOHN K. BULGER,

Inspector of Boilers.

*Inspectors may in all cases accept the record as given in this certificate when the steamer is inspected in a district other than that where the record is kept, noting in Form 2112 the date of certificate and place of inspection.

San Francisco, }
State of California. } ss.

Sworn to before me this 26th day of March, 1900.

N. S. FARLEY,

Deputy Collector of Customs.

Customs House, San Francisco, Jan. 15, 1901.

I hereby certify that the above certificate is a true copy
of the original on file at this office.

N. S. FARLEY, [Seal]

Deputy Collector of Customs.

This certificate expires March 6th, 1901.

The above form of inspection certificate was adopted
by the board of Supervising Inspectors of Steam Vessels
at the annual meeting held in January, 1899.

JAS. A. DUMONT,

Supervising Inspector General, President of the Board.

Amended Form approved January 21, 1899.

L. J. GAGE,

Secretary of the Treasury.

District and Port of San Francisco,
Collector's Office.

Jan. 15, 1901.

I hereby certify the above to be a true copy of the original on file in this office.

N. S. FARLEY, [Seal]
Deputy Collector.

[Endorsement on margin] :

San Francisco, May 21, 1900.

Steamer "Valencia" now provided with 75 life preservers extra, and the necessary accommodations, is hereby allowed to carry 99 second cabin passengers.

O. F. BOLLES,
Inspector of Hulls.

JOHN K. BULGER,
Inspector of Boilers.

Subscribed and sworn to before me this 21st day of May, 1900.

N. S. FARLEY,
Deputy Collector.

*In the United States District Court for the District of
Washington, Northern Division.*

IN ADMIRALTY.

GRISMORE et al.,

vs.

Steamship "VALENCIA,"

Libelants,

Respondent.

No. 1,766.

BIRT et al.,	Libelants,	} No. 1,805.
vs.		
Steamship "VALENCIA,"	Respondent.	}
PORTERFIELD et al.,	Libelants,	
vs.		
Steamship "VALENCIA,"	Respondent.	}

**Stipulation as to Plan of Main Fore Deck of Steamer
"Valencia."**

It is hereby stipulated by and between the parties to the above-entitled cause that the annexed plan of main fore deck of the steamer "Valencia," showing the relative positions of the fore hatch, the horse stalls, and the steam cooker, may be admitted in evidence and considered as a true and correct plan of the main fore deck of the steamer "Valencia," showing the relative positions of said fore hatch, horse stalls and steam cooker, together with the measurements thereon, indicated, as the same existed on the voyage of said steamer "Valencia" from the port of San Francisco to the port of Nome, Alaska, set out and referred to in the libels and intervening libels in said causes.

Dated Seattle, January, 31st, 1901.

P. P. CARROLL,
Proctor for Libelants and Intervening Libelants, in said
Causes.

GORHAM & GORHAM,
Proctors for Claimant in said Causes.

- orward

Oring

Horse Stalls

Horse Stalls

13 ft 4 inches

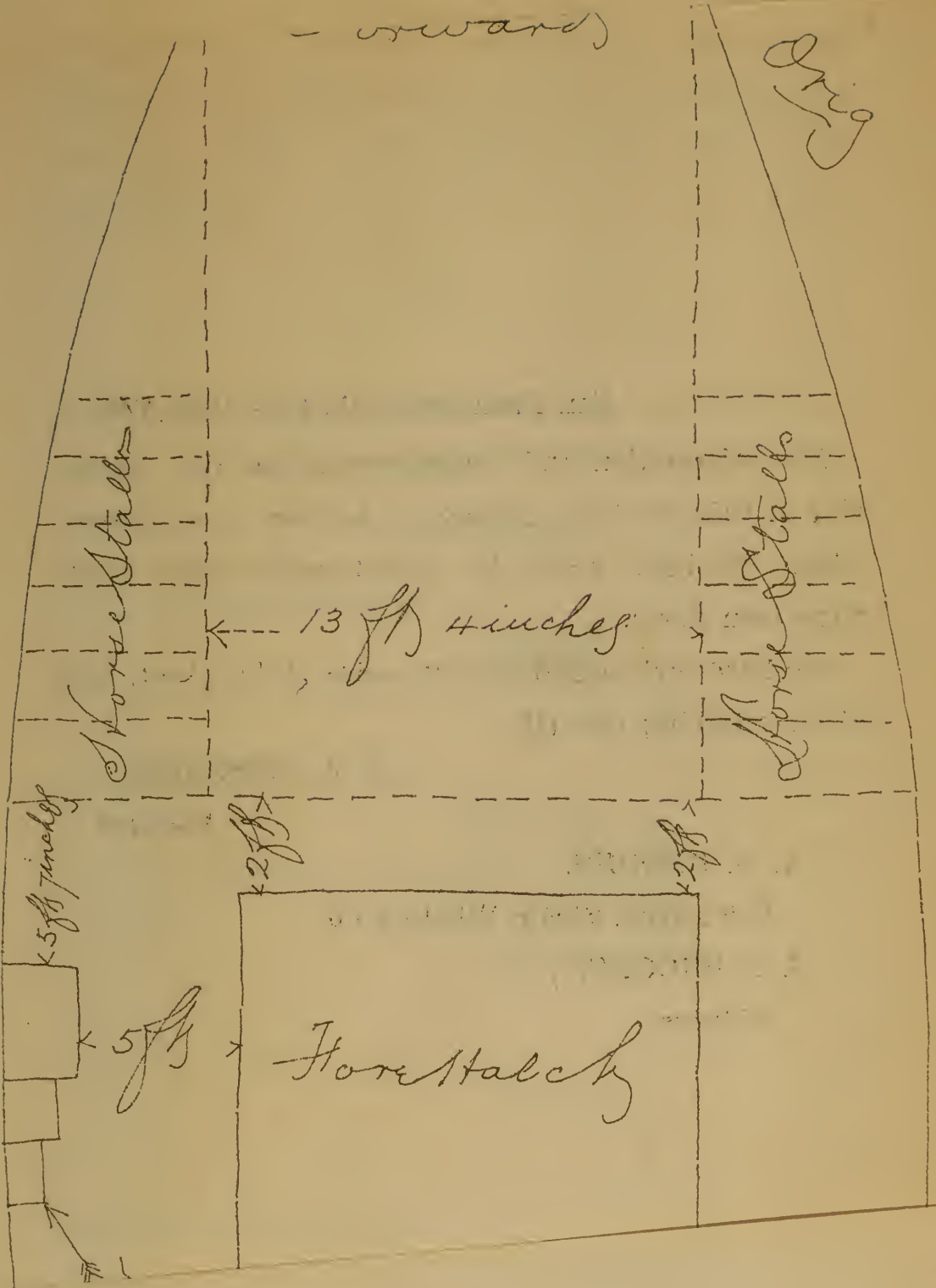
5 ft 7 inches

5 ft

Horse Stalls

2 ft

2 ft



San Francisco, Cal., Dec. 18th, 1900.

The information and measurements on the reverse side of this sheet are correct to the best of our knowledge. We have made the measurements after stalls were torn down.

We have each signed two (2) copies of this sheet, each of us retaining one (1).

J. T. GRISMORE,
Plaintiff.

A. B. BROOKS,

For Pacific Steam Whaling Co.

J. F. BROOKS,

Witness.

[Endorsed]: Stipulation as to Evidence. Filed in the United States District Court, District of Washington. February 1, 1901. R. M. Hopkins, Clerk. H. M. Waltheu, Deputy.

In the United States District Court, for the District of Washington, Northern Division.

IN ADMIRALTY.

JOHN T. GRISMORE, et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COMPANY,

Claimant.

No. 1,766.

ISAAC R. BIRT,

Libelant.

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COMPANY,

Claimant.

No. 1,805.

A. C. PORTERFIELD et al.,	}	No. 1,845.	
			Libelants,
vs.			
Steamship "VALENCIA,"	}		
			Respondent.
PACIFIC STEAM WHALING COM- PANY,			Claimant.

Stipulation as to Testimony.

Whereas in the transcript of testimony heretofore filed herein by A. C. Bowman, United States Commissioner for the District of Washington, including the deposition of M. T. McKenna, bound in one volume, it does not correctly appear in whose behalf such testimony was taken and offered, and whereas a correct statement is contained in the stipulation following, as to the offering of said testimony:

It is hereby stipulated by and between the parties hereto that the testimony so taken and contained in the report of the commissioner heretofore filed in said causes, shall upon being finally submitted to the above-entitled court, be by the Court considered as follows:

In cause No. 1,766 Grismore et al. vs. "Valencia," testimony of following witnesses: R. Alexander, W. R. Friend, C. L. Roulo, T. St. Ong, J. M. Briggs, C. F. Nelson, T. Kaine, J. Wasser, J. R. Birt, A. C. Porterfield, L. B. McPike, A. Sammons and L. W. Brady, taken and offered in behalf of libelants, in said cause No. 1,766, prior to September 30th, 1900.

The testimony of F. A. Childs, F. C. Savage, F. M. White, J. T. Grismore, J. R. Birt, C. F. Weldon, A. C. Porterfield, R. L. Lewis and F. E. Thyne, taken subsequent to September 30th, 1900, in behalf of libelants in said three causes.

All testimony on behalf of claimant shall be considered as taken in each of said three causes.

This stipulation in no way affects any testimony taken by deposition other than that of T. M. McKenna, or any stipulations between the parties and their attorneys as to the facts, or the testimony of any witness therein provided for, but all such depositions and stipulations are to be taken and considered in such of said causes as is in the same provided.

Dated Seattle, Washington, February 20th, 1901.

P. P. CARROLL,

Proctor for Libelants in said Causes 1,766, 1,805 and 1,845.

GORHAM & GORHAM,

Proctors for Claimant in said Causes 1,766, 1,805 and 1,845.

[Endorsed]: Stipulation. Filed in the United States District Court, District of Washington. February 20, 1901. R. M. Hopkins, Clerk. H. M. Walthew, Deputy.

*In the United States District Court, for the District of
Washington.*

IN ADMIRALTY.

GRISMORE et al.,
vs. Libelants, }
No. 1,766.

Steamship "VALENCIA,"
Respondents. }

BIRT et al.,
vs. Libelants, }
No. 1,805.

Steamship "VALENCIA,"
Respondents. }

PORTERFIELD et al.,
vs. Libelants, }
No. 1,845.

Steamship "VALENCIA,"
Respondent. }

Stipulation as to Certain Exhibits.

It is hereby stipulated by and between the parties to the above-entitled cause that the annexed ticket is the ticket issued by the Pacific Steam Whaling Company,

claimant herein, to J. T. Grismore, one of the libelants herein, and that similar tickets to the one hereto annexed was issued to and signed by all of the libelants herein; and that the annexed petition, addressed to the captain commanding steamer "Valencia," and dated on board steamer "Valencia," May 28th, 1900, and signed by certain of the passengers on said vessel, is the petition referred to by the witnesses in said causes; and said ticket and said petition may be considered as exhibits in each of said causes, and as such may be taken into consideration as part of the evidence of libelants in said above numbered and entitled causes.

Dated Seattle, Wash., February 21, 1901.

P. P. CARROLL,

Proctor for Libelants.

GORHAM & GORHAM,

Proctors for Claimant.

ISSUED BY



Pacific Steam Whaling Co.

Good for One Passage as Indicated.
When properly signed and witnessed.

Ticket and Coupon, or Coupons attached, subject to limitations as specified thereon, and to the following Contract, which Purchaser agrees to.

If punched for Half Fare, this ticket is good only for a child under twelve years of age.

This ticket is void if not officially stamped.

The Company may decline to honor this ticket unless signed by the purchaser, in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.

This ticket is **not transferable**, and the holder will prove his or her identity as the original purchaser of this ticket by writing his (or her) signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon, this Company acts as Agent, and shall not be responsible beyond its own line.

Coupons to be detached by Purser only.

Baggage Liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$500 in valuation, and half tickets in like proportion. All exceeding this weight and valuation will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, Notes, Bonds, Documents, specie, Bullion, Jewelry or similar Valuables, nor Stores to be landed, under the designation of Baggage, unless Bills of Lading are regularly signed and freight paid thereon; and under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of or damage to Baggage for over one hundred dollars, unless extra charge has been paid on the excess valuation.

Should any occurrence prevent the Steamer from leaving at the appointed time, the vessel, her owners or charterers shall not be held responsible for the maintenance of Passengers, nor for any loss resulting from such delay; and in the case of the substitution of any other Steamer, the Company reserves the right to re-berth the Passengers by its Agents or Purser.

In the event of the loss or detention of the Steamer during the voyage, the vessel, her owners or charterers shall not be held responsible for damage resulting from accidents of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to forward passengers to their destination by any other conveyance or Line, nor refund the amount of passage.

Ship's voyage and all responsibility under this contract end on arrival at usual place of anchorage. Landing is no part of this contract. This company will, where it may find it practicable, assist in landing without charge to passengers. No such act on its part shall not be deemed to be done under this contract and in no case shall its liability for damage, injury or loss of whatsoever nature exceed the value of the conveyance used in landing.

If the passenger shall be unable to land at said port by reason of the inability to secure means of conveyance to the shore, the vessel is authorized to proceed to the nearest port on her voyage, where means of landing can be procured. It is agreed that the ship shall not be required to wait more than 24 hours before proceeding to the next port.

The Company is not responsible for care or maintenance of passengers at ports of transfer to connecting steamers or lines.

No Agent or Employee has any power to modify or waive in any manner any of the conditions named in this Contract.

SIGNATURE J. T. Guernon Purchaser
(Sign in ink)

WITNESS J. H. Whitham TICKET AGENT

In case of error on part of Agents or Purser, or question of doubt between purchaser and Agents or Purser, pay latter's claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

Pacific Steam Whaling Co.
San Francisco

1420

TO ANCHORAGE AT
Nome
Worthless if detached.

IF HALF
 1/2
PUNCH HERE
Baggage
 Checked

Good only on Steamer and voyage, and to cover accommodations as specified hereon and on conditions named in contract.

Stmr. Valencia Voy. 7

From Berth 166 Amt. paid, \$ 75

On Board Steamer "Valencia,"

May 28, 1900.

To the Captain Commanding Steamer "Valencia":

Dear Sir: We, the undersigned second-class passengers under your command, do respectfully request your attention to the conditions existing in our quarters section "A and B." The food is only half cooked, and is put on the table in an improper condition. The tea and coffee being very inferior and unfit for use. The potatoes and mush were served half raw this morning. Our quarters are in a filthy condition; the vomit deposited Saturday evening being left until this morning. The steward's force is inadequate to the duties he has to perform, there being only two men to attend to 273 passengers, and these men are required to work from 5 A. M. to 10:30 P. M. No towels or soap for sea water furnished. All of this in violation of promises made to us by the Pacific Steam Whaling Co. that the second-class passengers were to get the same food as the first cabin passengers, as many applied for first cabin passage and could not procure same.

B. T. McCumber. J. B. Starr. Peter McNamara. Chas. Murphy. H. T. Jennings. J. E. Ford. E. Peterson. Jean Perjron. Mort Burrows. J. W. Harvey. J. H. Cox. James E Cahill. W. N. Howe. J. Sullenberger. John Langman. Harry Wolff. Stephen Sims. J. M. King. G. C. Grismore. J. H. Barto. E. Scanlan. Hall. Rusk. B. W. Thompson. J. A. Petroy. V. Peutorari. Russell Mann.

Henry Campbell. H. Vogelran. D. Callahan. H. Knutson. E. J. Evans. M. H. Murphy. J. T. Gris- more. Robert Monteith. F. A. Elliott. W. P. Jen- kins. Wm. Fizelle. H. A. Pierce. G. L. Mathes. J. H. H. Moltram. E. Reimgpach. Henry W. Zell- mer. F. Heenon. John Draugh. F. J. Murphy. J. R. Evans. J. P. Lather and family. J. Duggan. R. J. Bell. R. W. Beattie. M. Eichhorn. F. M. White. G. C. Smith. J. Peter. D. T. McDaniel. B. L. Starr. T. Kaine. O. Bergren. Dr. James Rectice. Con. Vasgreen. Julius Peters. Jas. Garrison. Charles Shorr. Thos. Murray. Guy Was- kell. Thos. Cross. T. J. Darragh. R. L. Fisher. J. A. Hunt. James Traill. J. Nubailly. George Nelson. Wm. Richards. Nels. Feldt. T. C. Sav- age. A. L. Plant. W. H. Reed. C. Clark. H. A. Brown. I. R. Birt. Harry Staedler. George Sil- vey. P. Enestrom. Pat. Grace. J. L. Hartsfield. B. F. Gilbert. C. A. Green. G. A. Cahill. T. Waa- ser. L. H. Davison. John A. Johnson. O. E. Ross. John F. Anderson. C. Phelan. Wm. A. Gardner. John Munroe. R. L. Lewis. J. Royce. J. A. San- dal. C. H. Loomis. G. S. Briggs. Leon Liard. Charles Broger. John Martensten. Chas. Scott. W. D. Almada. D. Z. Look. Thos. Tighe. P. Clark. W. E. Ayer. Chas. Linneberg. E. F. Hun- ter. A. G. Slairn. Loyd Mason. Knut Knutson. M. Wade. S. Knutson. Oluf Sater.

[Endorsed]: Stipulation. Filed in the United States District Court, District of Washington. February 21, 1901. R. M. Hopkins, Clerk. H. M. Walthew, Deputy.

In the District Court of the United States, District of Washington, Northern Division.

JOHN T. GRISMORE, et al.,	}	
Libelants,		
vs.	}	
Steamship "VALENCIA,"		PACIFIC
STEAM WHALING COMPANY,		Claimant.

ISAAC BIRT,	}
Libelant.	
FRANCIS M. WHITE,	}
Intervenor,	

vs.	}	
Steamship "VALENCIA,"		PACIFIC
STEAM WHALING COMPANY,		Claimant.

A. C. PORTERFIELD et al.,	}	
Libelants,		
vs.	}	
Steamship "VALENCIA,"		PACIFIC
STEAM WHALING COMPANY,		Claimant.

Opinion.

(Filed July 26th, 1901.)

P. P. CARROLL, Attorney for Libelants.

GORHAM & GORHAM, Attorneys for Claimant.

C. H. HANFORD, District Judge.—The libelants and intervenors are waging these suits to recover damages for breach of contracts for the transportation of themselves, their baggage and freight on board the steamship "Valencia," from San Francisco to Nome in the year 1900. For convenience and brevity, they will all be referred to in this opinion, as libelants. The grounds of complaint are, lack of sufficient accommodations on the ship for transportation comfortably of the number of second-class passengers who were received on board and made the voyage; lack of ventilation in the compartments in which the sleeping berths of the second-class passengers were located, and in which their meals were served; neglect to keep said compartments clean; lack of a sufficient number of waterclosets, and the filthy condition in which those used by second-class passengers, were suffered to remain; bad cooking and slovenliness in serving the food, and failure to supply second-class passengers with sufficient wholesome food and with sufficient drinking water; incivility on the part of the officers and crew of the vessel towards the second-class passengers; unreasonable delay in delivering the baggage and freight belonging to the libelants on arrival at the terminus of the voyage, in consequence of which they were without the use of tents and other conveniences for comfortable living, and were exposed day and night to the elements, and obliged to incur additional expense, and were made sick.

From the pleadings and evidence I find that each of the libelants purchased a ticket at San Francisco, en-

titling them to travel second class on the "Valencia" to Cape Nome, and paid therefor seventy-five dollars. The words "second class" are printed in bold type on each ticket, and each of the libelants understood at the time of entering into his contract that he was securing second-class accommodations, but they did not understand second class to be the same as steerage, or expect to be treated as steerage passengers; some of the tickets were sold to them by ticket brokers, who persuaded them to take passage on the "Valencia," by the arts usually employed by solicitors and hustlers, assuring them that they would be assigned good berths, have the liberty of the ship, and that they would be fed as well as the first-cabin passengers, except that they would not be permitted to eat at the same time. The "Valencia" was well equipped for the voyage, so far as being furnished with everything needful for her navigation, and she had on board an abundance of good provisions and good water, her officers, including the captain and steward, were men of experience and in every way competent, and excellent discipline was maintained throughout the entire voyage; there was no incivility shown to the passengers unless in a few instances by petty officers or servants. A considerable part of the testimony is disgusting, and I am convinced that the libelants and their witnesses have grossly exaggerated in matters of detail. Their testimony with reference to some of the important and material facts is necessarily and obviously false; I will refer to one matter only as a sample. They have given positive testimony that all of the closets were kept locked and reserved for officers and employees of

the ship, except two, and that these two, to which several hundred passengers were obliged to resort, were constantly filthy; the evidence to the contrary is convincing, and I do not believe that such a condition could possibly have continued during the time required for the voyage. The indisputable evidence, however, makes it clear to my mind that these passengers did suffer great discomfort, the cooking was undoubtedly bad, and they did suffer for want of palatable food, and they were so crowded in the quarters in which they all had to sleep and in which their meals were served, that they must have greatly annoyed each other, and undoubtedly by their own irritableness aggravated the general discomfort. These compartments were below the main deck, and their discomfort was further aggravated by a large number of horses carried on the same voyage, stabled on the fore part of the main deck, over the quarters of these passengers. In my opinion, these conditions constitute a violation of the implied agreement on the part of the carrier, to provide reasonably commodious accommodations for the number of passengers engaged to be carried, and to not subject the passengers to such treatment as all men must condemn as inhuman. The certificate of inspection shows that this ship was provided with accommodations for and was authorized to carry one hundred and twenty-eight first cabin passengers, and three hundred and seventy-five steerage passengers. On the voyage referred to all of the passengers who purchased second-class tickets were treated as steerage passengers, and the number carried was four hundred and seventy-five—that is, one hundred in excess

of the number for which accommodations existed according to the certificate of inspection. The claimant having succeeded, with the help of ticket brokers whom it authorized to sell tickets for a commission, in securing passengers in excess of the number authorized by her certificate of inspection, was evidently unwilling to forego such an opportunity to increase the profits of the voyage, and therefore obtained from the inspectors at San Francisco, permission to carry an increased number of passengers, the certificate bears an endorsement made on the face of it, and signed by the inspectors, to the effect that the "Valencia" had provided accommodations for and was authorized to carry ninety-nine second-cabin passengers. This endorsement must be rejected as evidence of the fact that accommodations for the additional passengers had been provided because all the testimony in the case proves conclusively that the "Valencia" did not have accommodations for any second-cabin passengers. The steamer came into Seattle on her way north, and finding a crowd here waiting for transportation to Nome made some additions to her total earnings by taking on still other passengers to the full limit allowed by the inspectors, and the testimony shows that the local inspectors at Seattle increased the limit up to six hundred and fifteen. The scheme of obtaining official permission to crowd the ship beyond the limit of accommodations provided for passengers maybe a protection against any prosecution for the statutory penalty prescribed for excessive overloading of passenger ships, but it is not a ground of defense in a suit like

this, to recover damages for injuries to passengers resulting from overcrowding.

The libelants went to Nome as gold-seekers, and each of them took along something in the way of an outfit, including tents, tools and such supplies and necessaries as would enable them to work placer mining claims and live in a new mining district. These outfits were carried as baggage under a stipulation stamped on their tickets, entitling each man to have two hundred and fifty pounds of baggage, some of them had machinery and implements which was shipped as freight. There are no wharves at Nome, and the passengers, their baggage and freight, had to be landed by the use of lighters, and owing to the great rush in the season of 1900, and the lack of a sufficient number of lighters and rough water, there was considerable delay in landing all the baggage and freight which belonged to the libelants. I believe that the officers and crew of the "Valencia" did the best they could under the conditions existing at Nome to discharge the ship promptly, but the conditions were made worse by the overcrowded condition of the ship, and most of these libelants suffered great privations and were subjected to losses by reason of the delay which might have been unnecessary if the ship had not been unnecessarily overloaded. In this case, the carrier has attempted to secure exemption from liability by stipulations in its contracts that the landing shall not be deemed part of the voyage. But landing is necessarily a part of the contract for transportation, and such stipulations, whether expressly assented to or not, by passengers and

shippers, are void because it is contrary to public policy; to permit owners of ships to carry people to remote places without providing efficient means for delivering them at their places of destination, with their belongings. The proposition that passengers might be sent ashore in a place like Cape Nome, with the conditions existing there in the early part of the season of 1900, and all their outfits retained on board the ship is too shocking to be admitted as a defense by any Court of justice.

Some of the libelants have failed to introduce any evidence to prove their allegations as to particular damage; the court, therefore, can do more than decree that they recover the amount paid for their tickets, with interest. The evidence introduced in behalf of others is sufficient to create a belief in my mind that they suffered in consequence of the conditions I have described, and were made sick and lost opportunities for employment, and were compelled to incur increased expenses, which would have been unnecessary if the carrier had fulfilled its contracts with them. I therefore direct that a decree be entered in favor of each of the libelants, as follows:

John T. Grismore for \$500; Isaac R. Birt for \$500; Francis M. White for \$500; A. C. Porterfield for \$300; Charles Scott, whose true name is Charles Weldon, \$250; Richard L. Lewis for \$250; and to George C. Grismore \$300, and to George Sandmann, J. L. Kizsee, Frank J. Murphy, James L. Morris, each \$75, with interest at seven per cent from the first day of July, 1900. The several sums awarded being in my opinion reasonable compensation for personal discomfort, extra expenses, losses

of baggage and freight and consequential losses on account of delay in delivering their baggage and freight; and in fixing the amount of the damages I have made due allowance for exaggerations in evidence, for contributory negligence on the part of the libelants, and for unnecessary expense to the claimant in defending the ship, on account of claims for excessive damages.

C. H. HANFORD,

Judge.

[Endorsed]: Opinion. Filed July 26, 1901. R. M. Hopkins, Clerk. By A. N. Moore, Deputy.

*In the District Court of the United States, District of
Washington, Northern Division.*

JOHN T. GRISMORE et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent,

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. 1,766.

ISAAC R. BIRT,

Libelant,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,805

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

A. C. PORTERFIELD et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

No. 1,845.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Order Consolidating Causes:

Upon motion of the Pacific Steam Whaling Company, sole claimant in each of the above-entitled causes:

It is hereby ordered that said causes No. 1,766, No. 1,805, and No. 1,845 be, and the same are hereby, consolidated.

Done in open court this 5th day of August, 1901.

C. H. HANFORD,

Judge.

[Endorsed]: Order of Consolidation. Filed in the United States District Court, District of Washington. August 5, 1901. R. M. Hopkins, Clerk. H. M. Walthew, Deputy.

*In the District Court of the United States, District of Wash-
ington, Northern Division.*

JOHN T. GRISMORE et al.,
Libelants,
vs.
Steamship "VALENCIA."
PACIFIC STEAM WHALING COM-
PANY,
Claimant.

No. 1766.

ISAAC R. BIRT,
Libelant,
FRANCIS M. WHITE,
Intervenor,
vs.
Steamship "VALENCIA."
PACIFIC STEAM WHALING COM-
PANY,
Claimant.

No. 1805.

A. C. PORTERFIELD et al.,
Libelants,
vs.
Steamship "VALENCIA."
PACIFIC STEAM WHALING COM-
PANY,
Claimant.

No. 1845.

Decree.

The above and foregoing entitled causes having been heard on the pleadings, proofs, and stipulations, and the

briefs submitted by the proctors of the respective parties, and due deliberation being had in the premises, it is now ordered, adjudged, and decreed by the Court that libelants and intervening libelant herein recover each the amount hereinafter named, with interest at seven per cent from the first day of July, 1900, with their costs and disbursements to be taxed, and that the steamship "Valencia" be condemned therefor, namely:

In cause No. 1766: John T. Grismore, \$500.00; and George C. Grismore, \$300.00.

In cause No. 1805: Isaac R. Birt, \$500.00; and Francis M. White, \$500.00.

In cause No. 1845: A. C. Porterfield, \$300.00; Richard L. Lewis, \$250.00; Charles Scott, whose true name is Charles Weldon, \$250.00; George Sandmann, \$75.00; J. L. Kizsee, \$75.00; Frank J. Murphy, \$75.00; James L. Morris, \$75.00.

It is further ordered and decreed that judgment be, and is hereby, entered against J. M. Lane, master, as principal, and A. L. Cohen and A. B. Stewart, as sureties, on the bond in cause No. 1766, for the sum of eight hundred dollars (\$800.00), with costs and disbursements.

It is further ordered and decreed that judgment be and is hereby, entered against the Pacific Steam Whaling Company, a corporation, as principal, and the American Bonding and Trust Company of Baltimore City, as sureties, on the bond in cause No. 1805, for the sum of one thousand dollars (\$1,000.00), with costs and disbursements.

It is further ordered and decreed that judgment be, and is hereby, entered against the Pacific Steam Whaling Company, a corporation, as principal, and the American Bonding and Trust Company of Baltimore City, as sureties, on the bond in cause No. 1845, for the sum of one thousand one hundred dollars (\$1,100.00), with costs and disbursements.

It is further ordered that, unless judgment be satisfied within ten (10) days from the date hereof, or unless an appeal be taken as provided by law and the rules of this Court, the libelants and intervening libelant have execution to enforce satisfaction hereof.

It is further ordered that a proctor's fee of twelve and 50-100 dollars (\$12.50) be, and is hereby, allowed for each libelant and intervening libelant in each of the above and foregoing causes.

Done this 5th day of August, A. D. 1901.

C. H. HANFORD,
Judge.

July 30th, 1901.

Received copy of the within decree.

GORHAM & GORHAM,
Proctors for Claimant.
By A. A. D.

[Endorsed]: Decree. Filed in the United States District Court, District of Washington. August 5, 1901.
R. M. Hopkins, Clerk. A. N. Moore, Deputy.

in Cause No. 1805; to A. C. Porterfield, Richard L. Lewis, Charles Scott (Whose True Name is Charles Weldon), George Sandmann, J. L. Kizsee, Frank J. Murphy, and James L. Morris, the Above-named Libelants in Cause No. 1845; and to P. P. Carroll, Esq., Their Proctor; and to R. M. Hopkins, Esq., Clerk of the Above-entitled Court:

You, and each of you, will please take notice that the Pacific Steam Whaling Company, the above-named claimant in each of the above-numbered causes, hereby appeals from the final decree of the above-entitled court in the above-entitled causes, as consolidated, in favor of libelants and against the claimant therein, and from the whole thereof, which decree was made, filed, and entered in the above-entitled causes, as consolidated, on the 5th day of August, 1901, to the United States Circuit Court of Appeals, for the Ninth Circuit.

PACIFIC STEAM WHALING COMPANY,

Claimant.

GORHAM & GORHAM,

Proctors for Claimant.

Due service of the within notice of appeal, after the filing of the same in the office of the clerk of the above-entitled court, hereby admitted this 9th day of August, 1901.

P. P. CARROLL,

Proctor for Libelants Above Named.

[Endorsed]: Notice of Appeal. Filed in the United States District Court, District of Washington. August 9, 1901. R. M. Hopkins, Clerk. A. N. Moore, Deputy.

*In the District Court of the United States, District of Wash-
ington, Northern Division.*

JOHN T. GRISMORE et al.,	Libelants,	} No. 1766.
vs.		
Steamship "VALENCIA,"	Respondent.	
PACIFIC STEAM WHALING COM- PANY;	Claimant.	} Consolidated.
ISAAC R. BIRT et al.,	Libelants,	
vs.		
Steamship "VALENCIA,"	Respondent.	} No. 1805.
PACIFIC STEAM WHALING COM- PANY;	Claimant.	
A. C. PORTERFIELD et al.,	Libelants,	
vs.		
Steamship "VALENCIA,"	Respondent.	
PACIFIC STEAM WHALING COM- PANY;	Claimant.	

Assignment of Errors.

The above-named claimant assigns for error in the decree of the District Court that the learned Judge thereof erred;

First.—In finding that the libelant, John T. Grismore, was entitled to recover from claimant the sum of five hundred dollars (\$500), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Second.—In finding that the libelant, George C. Grismore, was entitled to recover from claimant the sum of three hundred dollars (\$300), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Third.—In finding that the libelant, Isaac R. Birt, was entitled to recover from claimant the sum of five hundred dollars (\$500), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Fourth.—In finding that the libelant, Francis M. White, was entitled to recover from the claimant the sum of five hundred dollars (\$500), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Fifth.—In finding that the libelant, A. C. Porterfield, was entitled to recover from the claimant the sum of three hundred dollars (\$300), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Sixth.—In finding that the libelant, Richard L. Lewis, was entitled to recover from the claimant the sum of two hundred and fifty dollars (\$250), with interest there-

on at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Seventh.—In finding that the libelant, Charles Scott (whose true name is Charles Weldon), was entitled to recover from the claimant the sum of two hundred and fifty dollars (\$250), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Eighth.—In finding that the libelant, George Sandmann, was entitled to recover from the claimant the sum of seventy-five dollars (\$75), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Ninth.—In finding that the libelant, J. L. Kizsee, was entitled to recover from the claimant the sum of seventy-five dollars (\$75), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Tenth.—In finding that the libelant, Frank J. Murphy, was entitled to recover from the claimant the sum of seventy-five dollars (\$75), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Eleventh.—In finding that the libelant, James L. Morris, was entitled to recover from the claimant the sum of seventy-five dollars (\$75), with interest thereon at seven per cent from July 1, 1900, or any sum whatever, together with costs and disbursements of suit to be taxed.

Twelfth.—(a) In entering the decree of August 5, 1901, against J. M. Lane, Master, as principal, and A. L. Cohen and A. B. Stewart, as sureties, on the bond in cause No. 1766, for the sum of eight hundred dollars (\$800), with costs and disbursements, in favor of John T. Grismore, in the sum of five hundred dollars (\$500), and George C. Grismore in the sum of three hundred dollars (\$300).

(b) In entering the decree of August 5, 1901, against the Pacific Steam Whaling Company, as principal, and the American Bonding & Trust Company, of Baltimore City, as surety, on the bond in cause No. 1805, for the sum of one thousand dollars (\$1,000), with costs and disbursements, in favor of Isaac R. Birt and Francis M. White in the sum of five hundred dollars (\$500) each.

(c) In entering the decree of August 5, 1901, against the Pacific Steam Whaling Company, as principal, and the American Bonding & Trust Company of Baltimore City, as surety, on the bond in cause No. 1845 for the sum of one thousand and one hundred dollars (\$1,100), with costs and disbursements, in favor of A. C. Porterfield in the sum of three hundred dollars (\$300); Richard L. Lewis in the sum of two hundred and fifty dollars (\$250); Charles Scott, whose true name is Charles Weldon, in the sum of two hundred and fifty dollars (\$250); George Sandmann in the sum of seventy-five dollars (\$75); J. L. Kizsee in the sum of seventy-five dollars (\$75); Frank J. Murphy in the sum of seventy-five dollars (\$75); James L. Morris in the sum of seventy-five dollars (\$75).

(d) In decreeing a proctor's fee of one hundred and thirty-seven and 50-100 dollars (\$137.50) in favor of

libelants, being a proctor's fee of twelve and 50-100 dollars (\$12.50) for each of said libelants.

(e) In decreeing that the steamship "Valencia" be condemned therefor.

Thirteenth.—In not dismissing the libels of John T. Grismore and George C. Grismore in cause No. 1766.

Fourteenth.—In not dismissing the libels of Isaac R. Birt and Francis M. White in cause No. 1805.

Fifteenth.—In not dismissing the libels of A. C. Porterfield, Richard L. Lewis, Charles Scott (whose true name is Charles Weldon), George Sandmann, J. L. Kizsee, Frank J. Murphy, and James L. Morris in cause No. 1845.

PACIFIC STEAM WHALING COMPANY,

Claimant.

GORHAM & GORHAM,

Proctors for Claimant.

Due service of the within assignments of error by copy hereby acknowledged this 9th day of August, 1901.

P. P. CARROLL,

Proctor for the Above-named Libelants.

[Endorsed]: Assignments of Error. Filed in the United States District Court, District of Washington. August 9, 1901. R. M. Hopkins, Clerk. H. M. Walthew, Deputy.

*In the District Court of the United States, District of Wash-
ington, Northern Division.*

JOHN T. GRISMORE et al.,	Libelants,	} No. 1766.
vs.		
Steamship "VALENCIA,"	Respondent.	
PACIFIC STEAM WHALING COM- PANY,	Claimant.	

ISAAC R. BIRT et al.,	Libelants,	} No. 1805. Consolidated Causes.
vs.		
Steamship "VALENCIA,"	Respondent.	
PACIFIC STEAM WHALING COM- PANY,	Claimant.	

A. C. PORTERFIELD et al.,	Libelants,	} No. 1845.
vs.		
Steamship "VALENCIA,"	Respondent.	
PACIFIC STEAM WHALING COM- PANY,	Claimant.	

Clerk's Certificate to Transcript.

United States of America,	} ss.
District of Washington.	

I, R. M. Hopkins, Clerk of the District Court of the United States for the District of Washington, do hereby

certify the foregoing five hundred and seventy-eight (578) typewritten pages, numbered from 1 to 578 inclusive, to be a full, true, and correct transcript of the record and proceedings had in the above-entitled consolidated causes; and that the foregoing pages constitute the transcript of the record upon appeal in said consolidated causes, on behalf of the claimant above named in said consolidated causes, from the District Court of the United States for the District of Washington, Northern Division, to the United States Circuit Court of Appeals for the Ninth Judicial Circuit.

I further certify that the cost of preparing and certifying the foregoing record on appeal is the sum of \$142.05, and that the same has been paid to me by Gorham & Gorham, proctors for Pacific Steam Whaling Company, claimant above named, and appellant.

Witness my hand and the seal of said District Court, this 17th day of September, 1901

[Seal]

R. M. HOPKINS,

Clerk United States District Court, District of Washington.

*In the United States Circuit Court of Appeals, for the Ninth
Judicial Circuit.*

JOHN T. GRISMORE et al.,
Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

ISAAC R. BIRT et al.,

Libelants,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

No. —

A. C. PORTERFIELD,

Libelant,

vs.

Steamship "VALENCIA,"

Respondent.

PACIFIC STEAM WHALING COM-
PANY,

Claimant.

Citation.

The President of the United States of America, to John
T. Grismore, George C. Grismore, Isaac R. Birt,
Francis M. White, A. C. Porterfield, Richard L.

Lewis, Charles Scott (Whose True Name is Charles Weldon), George Sandmann, J. L. Kizsee, Frank J. Murphy, and James L. Morris, the Above-named Libelants and Appellees, Greeting:

You are hereby cited and admonished to appear at the United States Circuit Court of Appeals, for the Ninth Judicial Circuit, to be holden at San Francisco, State of California, within thirty (30) days from the date hereof, pursuant to an appeal filed in the clerk's office for the District of Washington, Northern Division, whereof the Pacific Steam Whaling Company, claimant, is appellant and you are appellees, to show cause, if any there be, why the decree rendered against appellant, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable MELVILLE W. FULLER, Chief Justice of the United States Supreme Court, this 9th day of August, 1901.

[Seal]

C. H. HANFORD,

Judge of the United States District Court, District of Washington, Northern Division.

Due service of the within citation, at Seattle, Washington, this 9 day of August, 1901, hereby admitted.

P. P. CARROLL,

Proctor for Libelants and Appellees.

[Endorsed]: Nos. 1805, 1845, Consolidated. In the United States Circuit Court of Appeals for the Ninth Judicial Circuit. J. T. Grismore et al. vs. SS. "Valen-

cia." Citation. Filed in the United States District Court, District of Washington. Aug. 9, 1901. R. M. Hopkins, Clerk. A. N. Moore, Deputy. Gorham & Gorham, Proctors for Claimant and Appellant, Pioneer Building, Seattle.

[Endorsed]: No. 758. In the United States Circuit Court of Appeals for the Ninth Circuit. The Pacific Steam Whaling Company, Claimant of the Steamship "Valencia," Appellant, vs. John T. Grismore, George C. Grismore, Isaac R. Birt, Francis M. White, A. C. Porterfield, Richard L. Lewis, Charles Scott (Whose True Name is Charles Weldon), George Sandmann, J. L. Kizsee, Frank J. Murphy, and James L. Morris, Appellees. Transcript of Record. Appeal from the District Court of the United States for the District of Washington, Northern Division.

Filed October 5, 1901.

F. D. MONCKTON,
Clerk.